The Sydney Morning Herald.

TERMS OF SUBSCRIPTION. Sydney £3 per annum; Country, £3 10s. 10 per ct. discount for payment in advance. | VOL. XXIII. | SATURDAY, APRIL 29, 1848. | No. 3415 | CASH TERMS FOR ADVERTISEMENTS. For one inch and under 3s., and 1s. for every additional inch, for each insertion.

LAW INTELLIGENCE.

PRIVY COUNCIL.

Whitehall, 11th December, 1847.

Before Lord Brougham, Lord Campbell, Lord Langdale, Sir S. Lushington, and The Honorable T. Pemberton Leigh.

BANK OF AUSTRALASIA ...... APPELLANTS,
v.
BANK OF AUSTRALIA AND ORS. . . RESPONDENTS.

(Continued.)

Sir F. Kelly—My Lords, it now becomes my duty to address your Lordships on behalf of the Respondents in this case,—and, my Lords, in one observation made by my learned friend Mr. Bethell I entirely concur; that observation was, that if this case had come before a Judge and Jury at Nisi Prius in this country, or in the city of London, that it would not have occupied half as many hours as it appears to have occupied days in the colony in which this cause has been tried.

Lord Campbell—The reckoning was by months, was it not?

Sir F. Kelly—It extended over some portion of three months—it began in June, lasted nearly the whole of July and part of August.

Lord Brougham—It was twenty-four days.

Sir F. Kelly—The case, although it necessarily involves a somewhat minute and extensive reference to a number of documents, and the several facts which appear in the evidence, will be found to involve this single question,—a question, my Lords, which I must take leave to say has not yet been at all brought under the attention of your Lordships or submitted to the consideration of the Court of Appeal in anything like an ample and fair reference to the evidence in the case—the question whether the whole body of shareholders in this undertaking, and each and every of them, is bound by a contract which has been entered into by one, or perhaps we may say four, of their number. And, my Lords, while I shall certainly in the arguments that I have to address to your Lordships entirely abstain from throwing the slightest imputation on the Appellants, whom I will call for convenience sake the Corporation, in this case, I do not at all deny that they have entered into an agreement as to which the only question is, whether it is binding on all whom they seek to charge with that agreement; and it is not an agreement which is criminal, or in any way unlawful in itself, or in the slightest degree discreditable to any of those who have entered into it. On the other hand, I must entreat your Lordships' permission to remind this Court that I really appear substantially for the whole body of shareholders, and each of them, constituting this Company,—a body of shareholders, I believe, as it appears from the evidence, somewhat beyond 170 in number, many of them resident in this country, and who therefore, my Lords, could have had no knowledge at all of this transaction with which they are now sought to be charged until long after these transactions were entered into and completed, and until long after the meeting at which it is supposed it had been to some extent recognised and ratified by a body of Shareholders in this Joint Stock Company, who had become subscribers and members of it: subscribing their money, embarking their property, on the faith of an instrument, of which the Corporation, the Appellants in this case, had notice, before the transactions were entered into, which are now brought under your Lordships' consideration, who contend humbly, before your Lordships, that it is by that contract, and that contract alone, so contained in that deed, that they are to be bound, and by that alone they can be held liable, and that they are in this situation, having become members of a Joint Stock Company, a banking establishment, to be carried on at a great distance from many of themselves, which must be carried on by some board or subordinate body of persons, who are to exercise all the powers of the Company, they have in the deed into which they have entered, strictly defined the powers which they confer, and by the exercise of which they are content to be bound; and they do venture very humbly to submit to your Lordships, that inasmuch as they themselves are certainly not actually parties to this contract, but are sought to be made liable under it for the acts of persons who claim to be their agents, and are alleged by the Corporation to be their agents, that the whole question for consideration is whether they have made those persons who have actually entered into this contract, their agents to represent them as to the performance of it, for the payment of this sum of money; and I am quite sure, if under any circumstances it were at all necessary to appeal to any member of this tribunal, that, dealing with a case of this kind, free from all prepossession, from all prejudice, I am sure, unnecessary as it is at all times, it is more particularly unnecessary on this occasion, when it is remembered that these distant Shareholders in England, who have become members of a Banking Company, who have subscribed their property, to be used for the purpose of the Banking Company and for no other purpose, have conferred powers on members of that Company, who, in the exercise of those powers became their agents, the terms of the contract, the powers which they confer, being specified and described by the deed, they have just reason to complain if they find, by any excess beyond those powers, by the assumption of power which they had never conferred, and which they have no means of preventing, being exercised, that they shall become liable, as your Lordships will remember each of them must, if this contract be enforced, each *in solido* to the whole extent of this £175,000, which is now, probably, with all the accruing interest, upwards of £200,000, each being liable to the payment of the whole of that sum of money, if this claim can be enforced, a sum which I need not say is enough to reduce not one, but many of the Shareholders in this country altogether, from affluence to destitution. They, therefore, my Lords, standing on the law, perfectly content to abide by the law, and by the contract which they have entered into, they do humbly appeal and protest, before your Lordships, against being called on to pay a sum involving them in utter and irremediable ruin, unless it shall appear, though they themselves have not entered into this contract, that those who have entered into this contract, professing to be their agents and to have their authority, really had the authority either in fact or in law; and your Lordships will find the true question in this cause, inasmuch as the shareholders in this Company, 170 and more out of 175, are not themselves actually parties to this contract, but inasmuch as this contract has been entered into by some one or four at most, or five, of the whole body, they can only be made liable—the whole body can only be sued on that contract, if these four or five who have actually entered into it were their agents duly authorised for that purpose, and to bind them by the contract, into which they have entered.

Lord Brougham—The topic of hardship is rather a popular one than a legal one, but it may be adopted on the other side as well; for aught we know the Bank of Australasia may have partners in this country who may be ruined by the non-payment of this money.

Sir F. Kelly—I perfectly agree, my Lord, it may be so, and I think if any complaint is to be made at all by individual shareholders, it is a complaint which the shareholders in each of these Banks have a right to make, and an equal right to make, that their Directors, those on whom they have conferred a limited authority, had dealt with their funds and their interest to this enormous amount, beyond, as I think I shall satisfy your Lordships, any authority they have ever had conferred upon them. I quite agree, my Lords, the hardship is equal. I do not, however, rest upon the hardship. I allude to the circumstance only because it is quite impossible, at first sight, on the first consideration of a case of this nature, not to feel some of the observations which have fallen from my friend, which was something to this effect, that here is a case, no doubt, in which one Bank has parted with £150,000 in money, somehow or other, for some purpose or other, and for some mode of application, and the other Bank has undoubtedly received that money. It seems at first sight so clear and obvious in favour of those who make the claim to the re-payment, that I have felt it my duty in the outset to beseech your Lordships to a consideration which I think is an honest, a fair, and a just one, that those who are now sought to be bound by the contract, who had no means of preventing it from being entered into, who had no means, for I believe the course of the post requires a period of full ten months of time between one country and the other, who had no means till ten months after this transaction, of expressing an opinion on the subject; they, therefore, I venture to assume, may stand fairly and truly in this position before your Lordships, that while they at once say through me, if by the law of the country, if by virtue of any contract into which they themselves have entered, if from any power which they themselves have confirmed, they are liable to the payment of the money, be it ruinous or not, they are content to abide by the law and to submit to the consequences; but, on the other hand, if it should appear, as I now proceed to submit to your Lordships, and I cannot but feel that when the facts are fully brought under your consideration, and the law of the case is also submitted to this Court, if the facts and the law of the case are that they have entered into an undertaking for particular purposes, having some specific and limited object, that they have conferred powers on certain members of their own body, namely, the Directors, and possibly the shareholders at the meeting, but that those powers are limited; if they can satisfy your Lordships through me, that they have conferred no powers whatever which would constitute these five persons, the four Directors and the individual who actually signed the promissory note, to bind them by the contract into which those persons have entered, if they can satisfy your Lordships of that, I apprehend they submit to this tribunal not only a lawful but a righteous and a meritorious defence.

Lord Brougham—That either they have conferred the authority, or that the law—regard being had to the mutual relation in which the parties stand to each other—does confer the authority.

S. F. Kelly—Precisely, my Lord, that is the true test. I cannot state it, I need not say, better. I cannot state it more shortly, concisely, and conclusively, than you Lordship has stated it. Here is a case in which five persons have entered into a contract, and it is sought to bind 175 persons by that contract, the question is one entirely of agency and authority; it is always a question of agency and authority where one of several partners, whether in a simple co-partnership or a Joint Stock Company, enters into a contract in the name of the whole body, it is always a question merely of agency or authority, whether the whole are bound or not. It depends, as your Lordship has stated, first, have the Shareholders not actually parties to the contract—have they conferred express authority on the select number of the body to bind them by such a contract? secondly, for that is another question, is the nature of the concern itself, the nature of the undertaking of which they have become members, is that such as by implication of law to confer an authority to make such a contract, whoever may be the managing body for the time being? Those are the two questions in the cause. Now, my Lords, before I refer to the law on this question, I must take the liberty of shortly stating to your Lordships, and I shall hereafter support the statement by the evidence, what the nature of this undertaking is, and what is the contract by which every individual shareholder in it is sought to be bound. The nature of the undertaking will be found to be this: that 170 odd persons agree to become parties in a Joint Stock Bank, and that the undertaking is to consist of, I think, 2000 shares, and that the capital is to be £200,000; each undertakes to subscribe to the full amount, as and when duly called on, according to the Deed of Partnership, for the various sums making up the whole amount of his share of that capital, and that capital of £200,000 is to be the capital of the Company. Inasmuch as from the very nature of such an undertaking, which is common and incident to all Joint Stock Companies, that from the number of members of such a Company it is quite impossible that they could all be actual parties to every act that is done, and to every contract that is made, it becomes necessary to confer the power of actually carrying on the business, by entering into contracts, by doing all the acts necessary for the carrying on of the business, on a select body, and accordingly this Company and every shareholder in it confers that power, the power of carrying on and managing the business, and of doing, as I fairly admit, all acts necessary for that purpose, that is necessary for the carrying on of the business, upon a select body of a certain number of Directors; and by the Deed, these Directors are to carry on the banking business, the nature and the extent of which is defined by the Deed, according to certain regulations, which constitute the provisions; the business itself is to be the banking business, and as the business of bankers in some respects varies, the particular nature of this banking business, is specified by the Deed. It is to be a Bank of deposit, that is, the Bank, or the bankers, are to receive deposits from customers. It is to be a Bank of issue, that is, they may issue notes like the Bank of England; and although now much limited by law, like certain Banks in this country, it is to be a Bank of issue, and it is also to carry on the ordinary business of bankers, that is, it is to employ its funds, its capital, and as much of the moneys, which may be deposited in the Bank as are justly and reasonably available for that purpose, in loans of money by way of discount, that is, in converting that money to a profitable purpose, in making the best interest that can be made for the general profit of the Bank and of the shareholders; and for this purpose, my Lords, the Deed is framed, with very minute and specific provisions; and your Lordships will find, wherever any power at all is given to these Directors, it is a power expressly conferred on them, with this qualification, that it is to be exercised according to the regulations and provisions of this Deed. Then, my Lords, these shareholders having become partners in a Joint Stock Company, constituted under a Deed, containing various provisions—a Deed, providing for the appointment of the Directors, and for the carrying on of the business by those Directors;—the Bank is opened, the Directors carry on the business for a certain number of years, and then, in the year 1843, they enter into an agreement with the Corporation, under which the note in question has been given. They enter into this contract with the whole, or with some portion, of which every shareholder is now sought to be charged. Now, my Lords, first of all, what is that agreement? Because I shall, at once, when the full provisions of that agreement, when the real nature of that agreement is brought under your consideration, I shall at once, and with perfect confidence, submit to this Court that the Directors, and not merely the Directors, but that any number of shareholders, at a meeting; and in fact, I may here observe, my Lords, it will appear, that at no meeting, which was held till after this contract was altogether disclaimed, was there more than thirty shareholders present out of 175; but whatever may be the number of any shareholders present at any meeting, I shall submit to your Lordships, that neither under the powers conferred by this Deed, that is, the express power given to the Directors, at any meeting, or under any power implied in law, from the general nature of a banking business, had either the Directors, or any number of shareholders, at a meeting power to bind the whole body by such a contract as has been entered into in this case. I shall submit further, they have no power to bind the whole body by any borrowings of money, or by any loan of money at all, but that, if they had, and it should be necessary for me to concede to the full extent of that proposition, if they had, they clearly had no authority to bind the entire body by a contract for a loan of money, for purposes of this nature, and upon the conditions on which the money in question was borrowed.

Sir S. Lushington—Do I understand you to contend that they had no power to borrow at all.

Sir F. Kelly—I shall contend upon the evidence now before your Lordships, the Directors had no power to borrow at all, except in this sense, it is rather by a technical use of the word borrow, than the use of that word according to its ordinary signification. In one sense, my Lords, it may be said, that every sum of money, which any of your Lordships deposit with your bankers, that which is the ordinary business of bankers, they receive that money, that may be called a borrowing of that money. If that is said to be a borrowing of money, I do not deny that the Bank had authority to borrow money.

Lord Brougham—By the issue of the note I promise to pay?

Sir S. Lushington—I do not put it so at all. Here are Directors of a Bank, which is a Bank of issue, a Bank of discount, and a Bank of deposit. Do you mean to contend, that in the course of such business, it is not possible for them, at any time, to take up a loan from any one, in order to carry on the ordinary business of the Bank?

Sir F. Kelly—I contend, my Lords, it is not competent, except under the express power. It is not competent for the managing body of a banking co-partnership to borrow money at all, even for the purpose of carrying on the business of the Bank.

Lord Brougham—What is commonly called a loan, is, by issuing a note, and receiving the money for it, and becoming bound to pay that money—that is a debt. You mean a loan, in the ordinary sense of the word?

Sir F. Kelly—Yes, my Lord; it is quite necessary I should guard myself from all misapprehension. I should certainly contend, there was no power implied in law, in the ordinary business of banking, to effect a loan, even for the purpose of carrying on the banking concern.

Lord Campbell—Suppose the acceptances become due, and the banking co-partnership have ample securities, but those securities cannot be made available at the moment, are they to become bankrupts, and to go into the *Gazette*, rather than borrow money to pay their acceptances?

Sir F. Kelly—I think, my Lords, I will be able, from authority, to satisfy your Lordships, the law does not provide for sudden and unexpected emergencies. Bankers, or any other co-partnerships whatever, have power to do what is usual, as well as necessary, for the purpose of carrying on the concern.

Lord Campbell—Is it an unusual thing for houses of the first credit to borrow money? Do they not go to the Bank of England, and deposit Exchequer Bills, or other securities, and receive a sum of money wherewith to meet their present emergencies?

Sir F. Kelly—That is what we should consider unusual: it cannot be called usual, as in the case of a panic—where there is a panic, and an unexpected emergency. No doubt, where such an emergency takes place, a banker borrows money; but that, my Lord, is not a thing of usual occurrence, usual in the ordinary course of things.

Lord Brougham—The thing may be in the ordinary course of business, and yet very rarely occur; still it may be in the ordinary course of business.

Sir F. Kelly—Although, my Lord, I shall feel it my duty, and whatever may be at this moment the impression on your Lordships' minds, I am sure your Lordships will be open to the consideration of so highly important a question as this, which regards the power of bankers in general to borrow, especially where if they have power to borrow at all, it must be a power to borrow without limit.

Sir S. Lushington—I say nothing about the law, but about the fact. As to the fact, it does appear to me, that it is the custom to borrow on Exchequer Bills, and all manner of securities. There is not a house in the City of London that does not borrow at times.

Sir F. Kelly—Supposing, for a moment, I will not anticipate the authorities that I shall have to cite, nor the arguments I shall have to offer in this case, now, but content myself with considering that question. I do not think that question will arise here at all; but if I am called on to answer that question, I apprehend, in the language I have already used, that the law provides for what is the usual course of trading and business, and not for a rare and sudden emergency, and consequently, however it may be important for a Bank in the time of a panic, or some sudden and great emergency, that the Bank should borrow money, that is one of those emergencies for which the law does not provide, the act must then be done—that emergency must be met by the consent of all the partners, and the consent of all the partners, or that which is now an implied authority, from the mere fact of the co-partnership carring on the banking business to effect a loan, on any such sudden emergency.

Lord Brougham—Your proposition is, generally speaking, that there is not the power to borrow.

Sir F. Kelly—Just so, my Lord; my proposition is, generally speaking, that the business of a banker is to receive deposits, and if it be a Bank of issue, to issue notes.

Lord Brougham—That they have no power to contract a loan, in the ordinary sense of the word, not meaning within the scope of that observation everything which may constitute a debt, the issuing of a note, on receiving a man's money which they are bound to pay.

Lord Langdale—A banker cannot receive a deposit, without contracting a debt; his business consists in contracting debts, and paying debts; but you say he cannot raise money by way of loan, not even to contract a debt—he must not borrow.

Lord Campbell—Not even for partnership purposes.

Sir F. Kelly—No, my Lord, not even for partnership purposes. My proposition is this, not to use words in any but their ordinary sense; I cannot say a banker cannot borrow money if he receive a deposit, for that, my Lords, is borrowing money.

Lord Langdale—It is a debt.

Sir F. Kelly—What I say is, my Lord, that the ordinary business of a banker, and the ordinary business of a banking co-partnership, and which alone they have the power to do, is the receiving of deposits and the issuing of notes if it be a Bank of issue, and the doing of every other act which is incidental to the trading, but it is the business of lending money—that is, the business of bankers to lend money, and to make profit and interest by the loan of the money, by way of discount or otherwise, and not to borrow unless by express authority given by the whole body; there is no power to borrow without.

Lord Langdale—By borrowing money you contract a debt; but it is quite a different thing if I contract a debt by getting goods from a tradesman—it is not a borrowing of money or anything like it. A banker receiving a deposit contracts a debt with his customer, but he does not borrow money from him.

Sir F. Kelly—That, my Lord, is what I am contending for. It is in that sense only I use the expression, what I conceive to be the contract, into which the partners of a Bank, but more especially a Joint Stock Bank, has entered is this: that the business should be carried on with the capital they subscribe, in this case of £200,000, with the deposits that shall be received—that is the ordinary and more than ordinary—it is the universal course of business of a banker; and therefore, my Lords, no one or more of these Directors, without the consent of the whole body, has power to do what is substantially to increase the capital—that is, adding to £200,000, as in the present case £150,000, by borrowing a sum of money even for the purpose of meeting a sudden emergency; but while I state that in answer to the question your Lordship has done me the honour to put to me, I also do feel it necessary to say, that it will not be found to be this case. Supposing, your Lordships, there being no evidence in the cause of the practice of bankers, if your Lordships were, on your own knowledge, to take judicial notice of what the custom of bankers is, and your Lordships were to hold that, without evidence, and according to that judicial knowledge and experience which you are supposed to possess—that you were to hold that there is a power to borrow money for the purpose of carrying on the business upon any sudden emergency, still I apprehend, my Lords, it is a very different proposition, and one which your Lordships will never give effect to: that if there be a power to borrow money for the purpose of carrying on the business, there is power to borrow money on a contract that that business should stop; for that your Lordships will find to be the contract here. Your Lordships are yet but little aware of what the real nature of this contract is, and of what the actual effect not only was to be, but has actually been in carrying the contract into effect; and your Lordships will find, therefore, that this case will stand quite clear of the question which has this moment been raised by one of your Lordships, whether upon a sudden emergency and in order to prevent the Bank from breaking, the managing body may not have power to take up a sum of money on loan: for your Lordships will find here, notwithstanding a previous run which had been made, it was carrying on its business, though I admit, my Lords, under difficulty. This money has been borrowed—£150,000,—and more has been borrowed, making that addition, in fact, to the capital of the Company, contrary to the deed into which the shareholders have entered; and it was borrowed, my Lords, not for the purpose of carrying on the business, but under an express stipulation that the business should altogether stop; and the real effect of this contract has been, as indeed from its terms it must necessarily have been anticipated, that that which was a Bank of deposit and a Bank of issue, a Bank according to the ordinary sense of the word, for the purpose of carrying on the ordinary business of bankers as a Bank of issue and a Bank of deposit, has necessarily, under this contract, been obliged to stop. The concern was stopped at once, in defiance of the stipulations in the contract that the business should be carried on for a hundred years, though it might, by a majority of the whole body, be put an end to at the end of ten years; but contrary to this provision, by which the Directors and the shareholders were bound, your Lordships will find it was one of the terms of that contract that that business should cease altogether—that it should cease to be a bank of issue, and should cease to be a Bank of deposit; and it is converted, my Lords, from an ordinary Banking copartnership, as constituted by the deed, into a mere Loan Company, which no one shareholder ever dreamt of subscribing his property to, or of becoming interested in, or of which he ever contemplated becoming a member. My Lords, this agreement will be found, and that will be important for your Lordships to consider, not whether under some circumstances in which a strong case might be put, under some great and sudden emergency, a run upon the Bank, which if not met will lead to the stopping and to the breaking of the Bank, and consequently for the purpose of enabling the Bank to carry on its business, a loan has been effected; that is not this case at all; but your Lordships will find the case is in substance, and it has been but very imperfectly represented to your Lordships at present, this, that this banking copartnership having been established several years ago, with a capital of nearly £150,000, was afterwards, in the year 1833, re-constituted under a new deed of that date, and the capital was increased to £200,000; it was to be carried on as a Bank of deposit and a Bank of issue, and according to the ordinary practice of business as a Bank for the loan of money, by way of discount, so as to convert the capital, and convert the additional sums of money received by way of deposit, to the profit of the shareholders, which business was carried on in this way until the year 1842, when it appears at that time there was a run upon the Bank.

Lord Brougham—Carried on from 1833 to 1842.

Sir F. Kelly—Yes, my Lord, from 1833 to 1842 it was carried on strictly according to the deed, with an exception I shall have hereafter to notice, as a Bank of deposit and a Bank of issue, as an ordinary Bank of copartnership till 1842; there was then some difficulty, and a run upon the Bank. Your Lordships will find in the evidence that that difficulty was met and overcome, the Bank proceeded, and it continued to carry on its operations as a general Bank of copartnership, according to the deed, until the month of February, 1843. At this time, my Lords, some further difficulties arose, and those difficulties appear, and indeed it is not denied on the other side to have mainly arisen from some transactions which the Bank had entered into with the firm of Hughes and Hosking; and, my Lords, it has been assumed that these transactions were also in the ordinary course of banking business, and therefore the Directors of the Bank had authority to borrow money in order to extricate themselves from difficulties which had arisen from those engagements into which they had entered in respect of the firm of Hughes and Hosking. Not, my Lords, to go at this moment too much into details, the substance of those transactions amounts to this,—that they had become parties to bills as sureties, or for the accommodation of the firm of Hughes and Hosking, to the amount of something like from £80,000 to £100,000; and they had likewise given guarantees for that firm to the amount of £60,000 or £70,000, making their liabilities altogether in respect of Hughes and Hosking amount to very nearly £150,000. It will be found, my Lords, when you come to look at the authority of these Directors under the deed, or in relation to the general business of bankers, that no one of these engagements is entered into, neither the becoming parties to the bill as sureties, or giving guarantees, were within their power under the deed, or as the managing partners of a Bank; and there was no legal obligation at that time existing on the shareholders at large. However, my Lords, difficulties arose, and no doubt existed in February, 1843, in consequence mainly of these transactions with Hughes and Hosking. It was at that time, my Lords, that in the correspondence with the Corporation the agreement was entered into, under which, and in pursuance of which, and upon the considerations of which, the loan of money was made, and the promissory note in question was given as a security. Now, my Lords, that agreement was entered into, under the authority I think of four of the Directors, with the Corporation. By that agreement, so far from this being a loan of money for the enabling the Bank to carry on its business, it was an agreement the first and principal stipulation of which was, that they should cease any longer to carry on their business as a Bank of issue—that they should then at once part with the two main sources of their profits and means of carrying on their business as bankers at all, as provided in the deed; it was in truth putting an end to, and the destruction of, the concern, as provided for by the deed; and that too, my Lords, on a contract entered into with this Bank of Australasia—a rival Bank, a Bank therefore, my Lords, that had this deep interest in prevailing on the other Bank, the Company, to enter into this agreement; that it was a further part of the agreement that the concerns of Hughes and Hosking, to which I will next advert, were to be carried on and taken upon themselves by the Company; and that that was to be done under the superintendence of the Corporation. Why, my Lords, the effect would be, that the Corporation would get rid of a rival Bank; and we find, in fact, on the cessation of the Bank, the stoppage of the Bank as a Bank of deposit and a Bank of issue; a great many of the accounts probably, as might be anticipated the whole of the accounts, would be transferred to the Bank of Australasia. So that your Lordships find the very inception of this agreement. Here is a banking copartnership, from the number of its members incapable of carrying on their business by the whole of the members conjointly, carrying on therefore under a deed, through the means of a certain number of Directors, who are to manage and do all the acts of the Company, in the carrying on of the business; one stipulation of which deed and indeed the very basis of the whole concern, the whole undertaking was, that it was to be carried on subject to an event which has not occurred, that for a hundred years it was to be a bank of issue and a bank of deposit. The first feature, my Lords, in this agreement, is this, which your Lordships are called on to uphold, that the directors who are bound by the deed to carry on the business for the period in question, as a bank of issue and a bank of deposit, borrow a sum of money of £150,000 for the purposes contained in the agreement, and the very first stipulation of that contract being the condition that by the borrowing of the money and the loan of the money, that they should cease to carry on the business altogether, in direct violation at the outset of their duty, which was, as Directors, to manage and carry on the business of the bank, and a stipulation which at once puts an end to all questions of the nature which were put by one of your Lordships, as to whether it must not be implied in law, that a banking co-partnership has a power to borrow a sum of money in order to carry on its business, and to prevent it from stopping; because here, my Lords, we find the money in question was borrowed under an agreement, the first and principal stipulation of which is, not that the money was to be borrowed for the purpose of continuing the business, but the business as a bank of issue and a bank of deposit was to stop. What, my Lords, is the next stipulation? Your Lordships are familiar with the practice in Courts of Equity, and the general law of co-partnership; for the present purpose it is unnecessary for me to offer to your Lordships any argument to shew it is utterly void, and ultra vires, that the business of a bank from which profit is derived, namely, as a bank of deposit and a bank of issue, was to cease, and this bank was to be converted into a Loan Company. That, my Lords, is the next stipulation in this agreement, so that your Lordships find those shareholders in England who had subscribed their property and are content to incur what risk or responsibility may follow on the contract they have entered into, they who have subscribed this money and become members of a banking co-partnership, namely, a bank of issue and a bank of deposit, find that those whom they have specially named and authorised as their agents, to manage and carry on that business, have borrowed this sum which they seek to charge them with, of £150,000, upon a stipulation to put an end to that business, and to convert the business of which they have become members, to the carrying on of which they have subscribed their funds, into a Loan Company; a business which they have never contracted for, and which I am free to confess at this moment I do not myself very precisely understand the meaning of. But further, my Lords, and this concerns the very essence of this contract, and the legal liability of the shareholders to pay this money,—your Lordships will find though a struggle was made in the Court of the colony to lead the Judges or the Jury to an opposite conclusion, your Lordships will find on turning to the evidence that it was likewise one of the stipulations of this contract, that this bank, which was established for the purpose of carrying on the business of bankers and bankers only, should incorporate with themselves this mercantile firm of general merchants, engaged in the whale fisheries and in extensive contracts with the government—this general mercantile firm of Hughes and Hosking—with their own business, and should take upon themselves the liabilities of Hughes and Hosking, Hughes and Hosking being at that time indebted or liable collaterally or otherwise to the extent of £95,000, or thereabouts, to the Corporation. I should tell you also, my Lords, that this money has been borrowed by these Directors, these Directors of a bank of deposit and issue, this money has been borrowed under this contract and under this contract only, the consideration of the contract being contrary to their duty under the deed and in direct violation of the stipulation that it was to continue a bank of issue and deposit; this money has been borrowed under an agreement, one stipulation of which was to put an end to the bank altogether, to convert it into a Loan Company; an undertaking to which the shareholders had never subscribed, and in which they had never embarked; and likewise, my Lords, to take upon themselves the concerns and liabilities of this firm of Hughes and Hosking, and that too under a contract with these Appellants the Corporation—the Corporation being a rival bank, and parties interested in the destruction of it—for putting a stop to the Company's Bank, and also the Corporation being creditors of Hughes and Hosking to the amount of £95,000, whose concerns and liabilities the bank were thereby to take on themselves. My Lords, there were some other stipulations in the agreement to which I shall not at present advert, but in proceeding to consider the case, your Lordships will find that that in substance is the agreement, the validity of which you must now determine. When I come to another part of the case I shall meet the question which has been raised—an important question indeed, a question on which opinions were delivered by the learned Judges of the Court below—in which I conceive your Lordships must, on every principle of law, concur—that it is impossible to reject from this contract all the stipulations which constitute the very consideration of the loan, and take out of the contract, as it were, rejecting all the rest, the simple loan, and then determine this case on the question whether that loan could be maintained and enforced or not. I apprehend that your Lordships cannot do that, that it will be found when the contract is considered that it is a contract of which this loan formed a part only, a contract which, it binding at all, must be binding upon both companies, that the Corporation would not be bound to advance the money unless the Company had complied with the stipulations which were the consideration for that advance, and that according to the contract whatever may have been the actual application, on which I shall refer you to the evidence, that on the contract between these parties, it was that this Corporation should lend the £150,000 in consideration of the Company ceasing to act as a Bank of deposit, and that they should incorporate with their own undertaking the concerns of Hughes and Hosking, and take on themselves Hughes and Hosking's responsibilities, their responsibilities being, among others, to the amount of nearly £100,000 to the Corporation themselves, and the question then that will arise, is, first on the deed; next, if either there be evidence to raise the question, or if there be none, supposing your Lordships consider yourselves competent to take judicial notice of what the ordinary and usual business of a banker is, then will be the question, not whether it is incidental to the powers of the managing partner of a bank, in consequence of the nature of the ordinary and usual business of a bank, to bind the whole body by a loan of money, in order to prevent the breaking and the stoppage of the bank, but whether there is not power incidental to the managing body of a bank to raise a sum of £150,000, not I say for the purpose of preventing the bank from stopping, but upon such a contract and for such purposes as were contemplated by that agreement. That will be the question on which your Lordships will have to determine, and one can hardly imagine a question of a higher and more extensive degree of importance than this, because as there are now in this country and throughout our innumerable and immense colonies, there are a very great number of these joint stock banks, as now perhaps we may say, unfortunately, the great banking business of one hundred millions of people, the whole of the subjects of her Majesty, both in this kingdom and all its dependencies, is principally carried on as far as regards banking by joint stock banks; it certainly becomes a question of paramount importance whether all the subscribers of these joint stock banks, whether they who subscribe deeds making the Directors their agents, for the execution of those powers, and for the carrying out of the general business of a bank, not whether those Directors may or may not have power in any great and overwhelming emergency to borrow even a large sum of money, and thereby increase the liabilities and the capital of the co-partnership, but whether they should have power, on an agreement like this, which provides for the cessation of the concern altogether, which provides for the taking the responsibilities of that concern, which the shareholders have never given their consent to incur—whether they should under an agreement like that have an incidental implied power in law to borrow to an unlimited extent. Now my Lords, this being the outline of the facts of this case, just permit me before I proceed to call your Lordships attention to those authorities, which, I apprehend, will establish the proposition for which I contend, the proposition that in order to bind the shareholders of those banks it must be made out that those who actually entered into the contract, the four Directors and the one Manager, were their agents for the purpose of entering into the contract, that as such agents, they had either an express authority, which must be contained in the deed, or an implied authority, but which, on some ground of law, must be held to exist, to bind them by such a contract. Before I come to that proposition, permit me to call your Lordships' attention to some parts of the charge of the Chief Justice, in this case; and, also, some of the reasons given by the other two Judges, to which the attention of the Court has not hitherto been called. Now, I observe, my Lords, at the top of page 32, where the learned Chief Justice is opening, as it were the question; in his charge, he makes this observation, "The Company do not deny the making of the note, or the advancing of the money; but they deny that the note was made by them, or the money advanced to them, and, that either was for their use, by their authority: and the question on which depends the determination of these issues is, in our opinion, one entirely of law." Now, my Lords, as to the powers contained in the deed, I entirely subscribe to that opinion, but as to the question whether there is an implied authority in the managers of a banking co-partnership, to borrow money under the circumstances, and for the purposes appearing in this case, I apprehend that that is not a question of law, but, that it is a question of fact, and that, if this case, as my learned friend has hypothetically put it, had come on before a judge and jury in this country, although the judge would have taken upon himself to expound the Deed of Settlement, and so directed the jury as to whether, under that deed, there was any power in the Directors to borrow money, and bind the whole co-partnership; that as to the question whether it is a power implied in all banking co-partnerships, that the Managers of the Bank should have power to raise money by way of loan, whether, on any emergency, or under the circumstances of the particular case, that is not a question of law, but a question of fact, dependent on what is the usual and ordinary course of banking business; and, I think, your Lordships will find when I refer to authorities, that in every case in which the question has arisen, whether from the course of dealing in a particular business, whether from the nature of a particular business, a power is implied in the managing partner to bind the rest, it has been dealt with as a question of fact; evidence has been given as to what the ordinary course of business, in the particular trading, bankers for example, really is, and on that evidence, on evidence of what is usual, and what is the ordinary course of trade and business, on that evidence being left to the jury, the jury find whether, from the nature of that business, such a power is necessary for the carrying on of the business or not; and there is no excuse in this case for the Corporation, the Appellants, to complain that if you hold that that is a question of law, and that there is no evidence.

Lord Campbell—I think you must suppose that this is in the nature of a special case, with power to draw inferences of fact, as well as of law.

Sir F. Kelly—Supposing that to be so, still the question is, whether there is any fact here touching the general nature—whether there is any evidence of what the general and usual course of the business of a banker, on which either a jury could have found a verdict, or on which your Lordships could pronounce an opinion.

Lord Campbell—Is the Court to take no notice at all of what is the business of a bank?

Sir. F. Kelly—I apprehend, my Lord, you cannot.

Lord Campbell—The usage of trade, what is established, may become part of the law of which a Court is bound to take judicial notice.

Sir F. Kelly—That is after it has been made the subject of evidence, until, from the frequency of decisions, it has become part of the law. My Lords, I find that in the course of the trial, the Chief Justice particularly called the attention of counsel to that.

Lord Campbell—It was solemnly decided by the House of Lords, in the session before the last, that the bankers advancing on the ordinary securities placed by their customers in their hands, is, in the usage of trade, part of the law of merchants, of which judicial notice must be taken.

Sir F. Kelly—Your Lordship probably alludes to the case of Barriett's Bank, but that was after it was made the subject of evidence, which had led to the verdicts of several juries; and so the point had been at last recognised as part of the law of merchants, by Courts; but there is no instance, that I am aware of, in which the question for the first time has arisen as to what is the ordinary course of business of a banker, or of any other trader in which, without evidence, the Court has taken judicial notice of what it is. My Lords, it is only, and so you will find, either on reference to the case of Brandao and Barnett, or the case of bills of exchange, and policies of insurance, where the Court takes judicial notice of what is a part of the custom of merchants; it is invariably where that custom has been over and over again proved before Juries, and found by Juries, and there has been taken judicial notice of by Judges in Courts: but, I believe, never where for the first time the question arises whether such and such a power is within the scope of the ordinary practice of a particular trade, and, therefore, what I must submit to your Lordships on this point is, that though I am quite content that the question should be argued, I am prepared to meet the question either upon what your Lordships will take judicial notice of, upon the evidence, or upon no evidence, in this case: yet, if we are to observe the law in this case, if the Appellants mean to contend now that it is usual, and therefore necessary, for bankers to borrow money, that they ought to have proved that it is usual, and so called upon the Jury to infer that it is necessary. Now, my Lords, after going through the facts to which my learned friend Mr. Bethell has called your Lordships' attention, and to which I shall not further allude at present, the Chief Justice, with regard to the deed, proceeds thus, in page 36:—"For the decision of the one first stated, it appears to all of us, that it is unnecessary to consider the general question, how far a contract of this description would be binding on the Company, in favour of a party who had dealt with the bank officers or Directors, in ignorance of their actual powers, on the faith of those ostensibly possessed by them. From the mere fact of the habitual exercise of certain powers, and the usual course and habit of dealing in any business, the delegation of an authority to the agents carrying on that business is in general presumed: and the same presumption might possibly, under such circumstances, have been made in this case. But it is, we think, unnecessary here to consider that question, because it appears that the Corporation knew, or had the means of knowing, what the powers really delegated were, by distinct notice of the Company's deed of settlement, and its contents, before the loan was agreed to. To that deed, therefore, the Corporation was bound to look, and if the supposed authority of the Directors were thereby withheld, no usage could be relied on to confer it." Probably, I may be at liberty to consider this point as now settled, after what fell from my learned friend Mr. Bethell. It is essential, however, that as I shall not have an opportunity of replying upon him, I should now let it be distinctly understood that I so consider it; that it is admitted; for, if not, I will show it was proved that the Corporation had knowledge of this deed before the loan was contracted, so that they were bound by notice.

Mr. Serjeant Channell—That is so, my Lords.

Sir F. Kelly—It lies in a single word, and therefore I will read this to your Lordships that there may be no kind of doubt about it.

Lord Langdale—You are distinctly told it is admitted.

Mr. Serjeant Channell—He says he has no doubt that he had a copy of the deed before the loan.

Lord Langdale—Mr. Serjeant Channell distinctly admits it.

Sir F. Kelly—It is so very inconvenient to interrupt a reply, that I wish to prevent it by showing that it really was so proved. "Certain facts, then, being first ascertained, the question will be whether such an authority was so withheld—whether the money contracted for was advanced, and to what amount, and on what terms, and on whose credit, that of the Directors or the Company—and whether it was advanced bona fide for the uses, or supposed uses, of the Company, and to relieve them from real or stated embarrassments. All these are questions for your decision; as we see no ground for doubt, however, on them, we shall (for the purposes of the argument) take these points to be all found for the plaintiffs. The question to be determined, then, arises. It is not whether the power was supposed." This, my Lords, is a passage that was omitted by my learned friend Mr. Bethell, and to which, therefore, I will call your Lordships' attention. "It is not whether the power was supposed and believed on either side to be vested in the Directors to bind the Company by a contract of this description, nor whether the Directors, with the hope of extricating the Institution from pending difficulties, and to enable it honourably to fulfil its engagements, intended by that contract to bind them, the question is whether the Directors possessed that power, and my colleagues are of opinion that they did not. They conceive, after a careful consideration of its terms, that the Deed of Settlement contains no words from which a delegation of the power of borrowing under the circumstances stated can be inferred, and that if such a power could be implied as being a necessary incident to the carrying on of the business of Banking, that it is a matter dependent on the particular usage of that business which ought to have been proved. They are further of opinion, that even if the power of borrowing to meet an emergency had been delegated to the Directors, the conditions with which the contract of loan here was coupled form an inseparable portion of it, and that as such conditions were clearly in excess of an authority conferred on that body, their insertion into the contract has vitiated and rendered void the whole." We have, therefore, subject to your Lordships' correction, the opinions of two of those three Judges, that if a power is contended to be implied from the general usage and practice of that kind, that it ought to have been made the subject of evidence. I offer no further observations upon that at this moment, but we have here the opinion also of two of these Judges, "That even if the power of borrowing to meet an emergency had been delegated to the Directors, the conditions with which the contract of loan here was coupled form an inseparable portion of it, and that, as such conditions were clearly in excess of an authority conferred on that body, their insertion in the contract has vitiated and rendered void the whole." My Lords, I make a single observation in passing from this part of the charge. It really seems difficult, if not impossible, with any show of reason to contend that in a contract of this nature three or four or more of the essential stipulations of it can be rejected, and that that which is a loan under that contract in consideration of those stipulations and for the purposes, and with powers to apply the money to the purposes of that contract, that that may nevertheless be considered as a separate and distinct contract merely for the loan of money. I apprehend, my Lords, that that is a proposition which cannot be maintained, and see what it is—see how the question arises as affecting individual shareholders who cannot act; 170 and odd cannot act in all the transactions of the Company; they must delegate their powers to a managing body. Then, my Lords, see what is their situation—why they may possibly be content that if so great an emergency should happen as a run on the Bank, and that it must stop unless a loan can be procured, they may be quite content that the Directors, under those circumstances, may pledge even their responsibility to the extent of the requisite sum which may be necessary to keep the concern alive, to prevent them from bankruptcy; but is it not a different thing to say, that because the Directors may have the power of borrowing the money to prevent the concern from stopping, that they may deprive these absent shareholders of all the profits which they may expect for 100 years from carrying on a bank of deposit? that therefore the Directors are to have power to bind them to the extent of 2 or £300,000 on a loan of money under a contract which compels them, before they touch a shilling, to stop the Bank—to stop the sources of profit, and to put an end to the more profitable part of the undertaking? Surely it is impossible to reject that part of the contract, because it depends upon the purpose for which the money was borrowed, the contract under which the money was borrowed, the stipulations of that contract where there is power to borrow money at all. My learned friends will not say, supposing there is a power to borrow money for a particular purpose, my learned friends will not say that that is a power to borrow money for the purpose of embarking it in a Steam-packet Company, or in a speculation of indigo, or cotton, or anything of that kind.

Lord Campbell—That they disclaim.

Sir F. Kelly—Yes, my Lord, they disclaim that. Then we must look to the contract under which the money is borrowed in order to see whether it comes within the scope of the authority to borrow money at all. Well then, my Lords, what is this contract? The learned Chief Justice, though I am not aware that he gives any reason for it, thinks that you must separate the loan from the other stipulations of the contract; but surely those are as essential as the stipulations for the loan itself. How can they be entitled to reject a part of that contract and still to stand upon and enforce the rest? Then, my Lords, further on, in page 38, there is a part of the charge also to which my learned friend has not called your Lordships' attention, and upon which I will observe for a moment.

Lord Campbell—The charge is only material now, as it seems to me, as the authority of the Chief Justice, such as it may be.

Sir F. Kelly—I am only referring to it for the purpose of taking in their order the different questions that arise.

Lord Brougham—They all agree upon the facts.

Lord Campbell—We are to look at the facts which are found, and draw a proper conclusion from them.

Sir F. Kelly—My Lords, the reason for referring to this part of the charge which relates to the supposed acquiescence in the loan is this. I do not know, till we come to the consideration of the question, what is legitimately before your Lordships, and in what way you are to dispose of this case. I cannot anticipate whether your Lordships hold everything that here comes from the Chief Justice with regard to the rest of the facts to be taken to be so or not, and if they are not so to be taken, then in what way are they to be considered?

Lord Brougham—You have a right to aid us, and you do great service to us in aiding us to decide the question; you have a right to deal with the arguments of the Chief Justice as against you.

Sir F. Kelly—Upon all these points the Chief Justice, as well as the other Judges, are in our favour; but my learned friend, Mr. Bethell, rejects that, and sets up that there was an acquiescence. It is for the purpose of calling your Lordships' attention to what the evidence was, at least as it appears by the charge of the Chief Justice, that I refer to this part of the charge, he says, "One question in this cause yet remains for disposal. It is that of recognition or acquiescence by the Company. On this we shall not trouble you at much length: for the evidence on which (as we conceive) the plaintiffs could attempt to rely to esinstituted for similar purposes, had constantly been in the habit of drawing and accepting bills, or whether it was absolutely necessary, for the purpose of carrying on the concern, that there should have been such a power." That is, in other terms, exactly the question raised [illegible], that it would be a question for the jury, whether Bankers had constantly been in the habit of borrowing money, or whether it was so absolutely necessary, for the purposes of carrying on such concern, that there should be such a power." There was no evidence in this case, that it had been usual to borrow money for the purpose of the mine, on the credit of the adventurers generally—not the slightest evidence was offered on the subject. The question of authority in Dickinson v. Valpy, to bind by bills, is not upon the question of what it is usual and necessary to do, (it being open to the inference of what was usual and necessary) but what was the extent of the authority granted in that particular case. It is true that Mr. Wilkes, who drew the bills in that case, was the managing agent, and not a mere co-adventurer. The Judges discuss the case on the footing of its being a bill." That is (Dickinson and Valpy,) "authorized by the Directors, on the same footing as though the bill had been drawn by the Directors; and Mr. Justice Bayley says—"There is no evidence that such a power was actually vested in the Directors of other Companies, or that it was necessary, for the purpose of carrying on the concern. And I think that such a power is not necessary for such a purpose. It must mean that so far as the facts were laid before the Court, of any inference of law, there was no ground from which to infer that such an authority was necessary, as would be the case where a man employs another to do an act for his benefit, when it would be implied that he intended to give him authority to do all that was necessary to accomplish the act in a proper manner. Mr. Justice Bayley further says—"The Directors may bind themselves personally, and pledge their own responsibility, but not that of the other members. I am therefore of opinion, that there was, in this case, no evidence of any authority conferred upon the Directors, by the defendant, or any other members of the Company, to charge them individually, by drawing or accepting bills." Mr. Justice Littledale says—"In the case of an ordinary trading partnership, the law implies, that one partner has authority to bind another, by drawing and accepting bills, because the drawing and accepting bills, is necessary for the purposes of carrying on a trading partnership, but it does not follow, that it is necessary for the purpose of carrying on the business of a Mining Company. In this case, there is no evidence of its being usual, certainly not of its being necessary." And in the course of the argument, I observe it was stated, and this was adopted by the Court. "The business of the mine was carried on quite differently from that of an ordinary trading firm; regular calls are made, as money is wanted for the partnership, which are paid down, and the Directors have only authority to manage the concern with the funds supplied, but not to pledge the credit of individual shareholders." Now, my Lords, I am at a loss to see what difference there is between a mine and a Bank.

Lord CAMPBELL—A Bank deals in money, and miners in minerals.

Sir F. KELLY—There is that difference certainly, my Lord, but there is no difference in principle, with regard to the necessity of borrowing money, and for this reason; for what is it, that in a Joint Stock Bank especially, that the proprietors fix their capital, as in this case, at £200,000? Why did they subscribe £200,000? Why? Because they considered to that extent they are willing to be bound, that is, we give authority to our Directors to carry on the business of this Bank, to trade as Bankers to the extent of £200,000; they may lend the whole £200,000 out upon discount of bills.

Lord CAMPBELL—The payment of partnership debt does not, in the slightest degree, add to the liability of any Shareholder.

Sir F. KELLY—No, my Lord, if money be applied to the payment of a partnership debt, all that it does is to substitute one creditor for another, but where is the authority for saying that the manager of a Bank has authority to do that? Until it is so applied, it doubles the debt, it multiplies the creditors. That is why I say, that with regard to this Joint Stock Bank, reason and principle, as well as the law and authorities, all concur in telling us that where persons subscribe a certain specific sum, and that a large sum, namely, £200,000, where that is to be applied in the discount of bills and other loans of money, that it must be taken that those who subscribe consider that sum necessary for that purpose, they are willing to risk that sum, if it be lent, and the security turns out to be insufficient, they are losers of £200,000. Then it is the ordinary business of a Bank again to receive money upon deposit and to issue their notes as a Bank of Issue, and still further to increase the funds under their controul, it must be presumed that the Directors had also authority to deal with the funds so coming into their hands, and therefore the risk, and also the responsibility of all the shareholders, not only of the £200,000 capital, but also, the other money that shall thus come into their hands. But surely where there is no power of borrowing money, it never can be said that the Directors are to be entitled such a sum as £150,000, and thereby to increase the means at the disposal of the Bank, even if it be applied to banking purposes, which it would be if it be applied in the loan of money, that is an increase to the amount of £150,000 to the liability of every shareholder in the concern, an increase beyond his liability to lose to the amount of £200,000, and to the amount also of the deposits, and the sums represented by the notes issued; it is in addition therefore, to what might amount to the whole of the capital, it is an increase, therefore, of the risk incurred by every shareholder; it is in truth, until it is applied to the actual payment of the parties' debts, it is even if it be applied to banking purposes, those purposes being the loan of money; it is in truth adding to the capital, and trading on a borrowed capital, in addition to a subscribed capital; and that is what the shareholders have never authorised the Directors to do. I would only further observe, my Lords, that in this case in the Common Pleas, to which I was alluding, the Lord Chief Justice goes fully through the various authorities; among others, he cites the case of Hawtayne v. Bourne, to which I have referred, and he observes,—"We have the opinion of the Court of Exchequer that it is not a sudden and unexpected necessity which will expand the authority of the individual managing the concern, but it is the ordinary necessity of events in the course of the management which measures the authority to be implied from the appointment of a Manager. Of course, express authority may be to any extent to which the parties should think fit." His Lordship then refers to a case of Hawken v. Bourne, which is in 8th Meeson and Welsby, page 703. "In the first case in which Bourne was the defendant, the goods had been seized, when it was argued at the Bar: Why these persons ought not to have contracted upon credit; they ought to have dealt in ready money, such being the ordinary course of the management of a mine, in Hawken v. Bourne, the defendant did prove that restraint and limitation of authority to purchase for cash, and not on credit, as between the parties themselves, which by the obiter dicta made in previous cases against Bourne, was supposed would furnish a defence. But the point in the judgment there given, and which I apprehend is perfectly clear, was, that if the authority to be implied from the ordinary course of such transactions, and from what is necessary to the management of a particular concern—if that inference of authority which the nature of the concern would necessarily lead to, is at all limited and restrained, whatever might be the effect of the limitation and restraint amongst the parties, the world, to be affected by it, or those who deal with the concern must have notice of it, for those who deal with the concern only see its nature, and only derive from their knowledge of the business and experience in matters of that sort what is usual and necessary. They are of course entitled to act on that presumption, and every one dealing with them, if they forbear to give them notice that the concern is to be conducted on different terms from all concerns of the same nature. Therefore, when Hawken v. Bourne came to be tried, and it was proved that in the prospectus there was a stipulation that the supplies should not be bought on credit, money, Court said that would not limit the authority to be implied from the general usage of the business as applicable to this concern, because the plaintiff must have dealt on the supposition, in the absence of all notice to the contrary, that this concern was conducted with the usual authority given to persons managing or conducting such a concern. And that case also distinctly recognizes the position which has been acted upon in this case, namely, that in looking to it as to the authority which belongs to a partner, or as Manager, regard is to be had to what is usual or what is necessary." Now, I will trouble your Lordships, therefore, with no further reference to this case, or indeed to that class of cases, but see then what is the result of the whole of these cases. Where there is an express authority, there is no question except upon the construction and the extent [illegible] of that authority, where the question is what authority is to be implied in either the Agent or the Managing Partner in any undertaking; it appears that all that can be implied is what is usually exercised, and is necessary for carrying on the business. Now, dealing then, my Lords, with this question separately for a moment, from the various stipulations of the agreement to which I have adverted, and which form an essential part of agreement, and taking this for a moment also as the Corporation desire that it should be considered, that is separating the loan of the money from all the other parts and stipulations of the contract, let us see whether even then it comes within this doctrine of implied authority thus laid down in these numerous cases. And here of course it must have struck your Lordships in the outset that this is not the case, which has been put from this Bench as a case on which it seems to be the impression of any of your Lordships that an authority does exist, by implication in bankers, namely, where there is a run on the Bank to borrow money to prevent the stoppage or the bankruptcy of the Bank, but that even taking this part of the agreement as separate from all the rest, it is so far from being an exigency which can by possibility be deemed usual, and on which, therefore, any general doctrine of necessity can arise, what it is in the case of a Bank that is about to stop. Now, my Lords, let me suppose it is not the stipulation of this agreement which vitiates the agreement, but if from any other cause the Directors had found on an investigation into their affairs, that they could no longer profitably carry on this Bank of Deposit and Bank of Issue, and they determine to stop altogether, is this within the ordinary powers of Directors, whose very powers exist only as Directors, and Directors of that very concern created by the deed?—have they power when they have determined to stop the concern, to continue in the exercise of the office of Directors, and bind the shareholders to borrow a sum of money to pay their debts? I apprehend, therefore, taking this part of the contract as if it stood separately, and putting it in the most favourable point of view for the Corporation, I will suppose we are to reject every thing touching the possible application of this money to the purposes of Hughes and Hosking, and suppose it to be applied to the purposes of the Bank, what does this agreement appear to be, and how is it affected by the legal doctrine and the result of other cases? Why, my Lords, it is this, not that in a Bank in carrying on its business the managing partners find it necessary to borrow a sum of money, by doing which, they can continue to carry on the concern, but they find that it is desirable to put a stop to the concern altogether, to change the nature of it from a Bank to a Loan Company, that is, from a Bank realising a large income from deposits and from the issue of notes, into a Loan Company, in which they can only trade on their own capital; they find it necessary, having for several years carried on the business of a Bank of issue and deposit, to put a stop to that Bank, and now it is desirable to pay their debts. Have they power to go and bind their shareholders to borrow money to pay their debts? Let it be conceded that bankers, while they are bankers, have power to borrow unlimitedly, be that conceded for the purpose of the argument, we are no longer dealing with bankers at all, but with persons who might be accountants, managers, winding up a concern which has ceased, which without authority they have determined shall cease, and they have now assumed to themselves the authority to borrow £150,000 from a Corporation. Why, surely the proposition when it comes to be then stated will not bear an argument. If this Bank had not entered into this stipulation at all, not acted upon it—if they had simply applied to this Bank in order to borrow £150,000 for the purpose of meeting some great and sudden emergency, it might have come within the doctrine suggested by some of your Lordships; but here is a case on which I say, rejecting all these objectionable stipulations, but looking only to the facts which we see exist on the evidence, here is a body of Directors who are invested with certain powers, but for one purpose, and for one purpose only, that is, for the purpose of carrying on this Bank, this undertaking of which the shareholders have become members; they find, in the month of February, 1843, that they are unwilling to carry on that Bank any longer; they put a stop to that Bank, they cease to receive deposits, they cease to carry on their business as a Bank of Issue, they do the unauthorised act of converting the undertaking, and so of applying the capital to a different undertaking, namely, a Loan Company; they constitute themselves into a mere Loan Company. But I reject that, and look only to what touches the banking concern; they cease to be a Bank of Issue or Deposit, they cease to carry on that business which was the purpose of the deed, they cease to fill the office of Directors of a Bank which the Directors were carrying on for themselves and the other members of the co-partnership, and all that is to be done is to liquidate the existing obligations. Then, my Lords, I want to know where is the semblance of any authority for saying, always assuming that money may be borrowed for the purpose of carrying on a concern, that one partner has power to bind the rest when that concern has ceased, by a loan of £150,000 for the purpose?

The Honorable THOMAS PEMBERTON LEIGH—Supposing they were under obligations, that they had borrowed £150,000 for the purpose of paying their engagements, and that £150,000 was so employed, and that that being communicated to a general meeting they assented to the accounts containing that statement, do you mean to say that the person from whom the £150,000 was borrowed could not recover from the Bank?

Sir F. KELLY—I contend, my Lord, that they could not, that any one who may be my agent for a particular purpose, when that business has ceased, borrows without my authority a certain sum of money in my name for the purpose of paying a debt to me.

The Honorable THOMAS PEMBERTON LEIGH—He would be your agent for the purpose of paying the debts in the course of the business.

Sir F. KELLY—But how is it for the purpose of borrowing money? It is entirely a question of agency and authority; what is it that these Directors have been authorized to do? They have been authorised to carry on the banking business, I will assume that it may be necessary for that purpose to borrow; but then the banking business ceases, I have given them authority to act in my behalf as Directors in the management of that business, in the carrying on of that business, but have the power to borrow money when that banking business has ceased?

The Honorable THOMAS PEMBERTON LEIGH—It does not cease till the debts are paid.

Sir F. KELLY—It has to be carried on, if I owe one person a sum of money it would require an express authority for any body to go and substitute one creditor for another, to borrow money in my name to pay my debts. I am supposing that for the purpose of carrying on the business, there is an authority to borrow money I know not why, if for the purpose of paying debts which are due, if the Directors can go and borrow money, I do not know why any body might not borrow any sum of money that may be necessary in order to pay any debt which may be due from the principal. The question is this, is there any authority given to them except to wind up the concern if it stopped? But still more my Lords, and the case assumed a totally different form from any which ever came before a court of justice; for here is a case in which these Directors in the first place have taken upon themselves to stop the concern which they have had no authority to do; they were Directors for the purpose of carrying it on for one hundred years, unless it should be limited to ten or twenty, or any other number of years by a majority of a general meeting. They take upon themselves to stop the concern. Where is the authority, after they have paid their debts, for them, not out of the funds in existence, under the partnership deed, and in the course of the partnership, for the payment of those debts, those funds which it is contemplated they shall have at their disposal the £200,000 capital, and whatever sum may be received by way of deposit, those are the sources from which whatever authority they may have for the payment of debts is conferred upon them; but where is the authority for saying that where persons are my agents for the purpose of carrying on a business in which they and I are partners, that if they stop that business they may borrow money to any extent for the purpose of paying the debts? Look at other cases of agency, and see whether it is not confounding the authorities and principles to say that because there may be authority to pay a debt or to contract a debt, that therefore there is to be authority to borrow money for the same purpose; look at the ordinary case of a wife living separate from her husband, she has authority to bind him for necessaries, she may go into debt for necessaries, and the husband is bound by the debt; but she has no power to borrow money, and why? Because the law is jealous of giving any power beyond the inevitable necessity of the case. When we look to the particular necessity of this case, it is not whether it is even honest and right or not; I agree it is honest and right to pay a debt, but I do not see that there is any honesty in paying a debt to one by entering into a debt to another; it may be expedient to pay this money, supposing the concern to have stopped; but the whole question again is one of authority; there is no express authority to borrow money for this purpose; is it an authority to be implied? Supposing it to be implied, when, in order to carry on the concern, money must be borrowed; be it so, the necessity arises, it must be met, and then the authority is created by the necessity. Now where a bank has stopped there is no longer any necessity existing; if you borrow money you only create another creditor.

Sir S. LUSHINGTON—In what sense do you use the word "stopped."

Sir F. KELLY—Ceasing to carry on the business, ceasing to issue notes, in fact existing only as every other company must exist after cessation, for the purpose of winding up the concern, or preventing the dissolution. When we look at this agreement it will be found that at every step of it there has been some excess of authority, something not only unauthorized, but something directly repugnant to and in contravention of the deed; but I am rather, in quoting the authorities which I have cited, I am rather upon the question of what is the effect of those cases, and I am willing to go to the full extent of the principle which might possibly have been in the mind of one of your Lordships this moment, that whether for one purpose or another while individuals continue as agents, they must have all necessary powers to do the business which I have intrusted to them; and, therefore, if I had made these people my agents, to stop and become something else, and then to wind up the concern that I have so made to cease, it might be implied that I have given them authority to do everything for that purpose; even then I do not see the necessity of borrowing money. It is all very well to talk of public credit, I admit it is desirable that public credit should be maintained; but if I have conferred a certain limited authority on an individual he has no right to bind me either for the maintenance of public credit or private credit, for the purpose of paying my debt, and therefore, my Lords, you will see that from the time this money was lent, merely looking to the state of things, not as if it were matter of contract with this very Corporation, but as if that state of things existed from other causes, it really comes to this, that these shareholders having subscribed £200,000 have authorised certain Directors to carry on the business of the Bank on that capital, to use the deposits they may receive or money that may come into their hands for the purpose of carrying on that business as they think fit, at a particular time to cease to carry it on, and then having ceased to carry on the business, having stopped the source of profit and of the resources for the carrying on of the business by their own unauthorised act, they take upon themselves, having done that act, to borrow £150,000, for the purpose of winding up the concern. Where is the authority for saying that that can be done? If it can be done at all it must be either from an express authority or from an implied authority. An implied authority, as all these cases show, arises only upon necessity where it becomes absolutely necessary for the carrying on of the business. Now, my Lords, this was not necessary, either for the purpose of carrying on or for the purpose of winding up the business. If we could suppose that these persons had any authority at all with regard to the winding up of the business, after they themselves had by their own voluntary act stopped the business, still surely it could only be an authority to wind it up in the ordinary way. And what is the benefit derived, to the absent shareholder, by this borrowing the money? Whereas they owed debts, and I take the case of the Deed here—they owed debts, perhaps, to the various creditors—they here borrow on a promissory note, payable on demand, with ten per cent. interest; where is the authority for saying that they may not substitute one debt for another?

Mr. BETHELL—They did not borrow on a promissory note, payable on demand; the loan was made on the engagements given at March and April, 1843, which are at three months date.

Sir F. KELLY—I presume those bills were for the payment of some interest.

Mr. BETHELL—You said payable on demand.

Mr. HILL—The interest was included in the great bill.

Sir F. KELLY—This particular note which is now in question is a note payable on demand. But I was on the matter of interest. There is a case in which this concern, in which these Directors have without authority thought proper to stop, and where it is now pretended they have some private authority for the purpose of winding it up and paying the debts to borrow money. Let us see in what situation it places the persons whose responsibility they pledge by that borrowing. These persons merely owe the customers the amount they have deposited. It is said that they received deposits on 8 per cent. interest, it may be so, what authority have they without some express power to compel me, a shareholder, who owe a debt on 8 per cent. interest, to borrow money on 10 per cent. interest? They owe a debt, if they have funds to pay it they ought to pay it; if they have no funds to pay it they must wait till they have; all the shareholders are liable, and they must take the consequences. But surely, my Lords, without express authority, they cannot bind the shareholders to a contract for borrowing money at 10 per cent. interest. Now, my Lords, before I leave this point I will just refer your Lordships to the case of Emly v. Lye, which is reported in the 15th volume of East, page 7. The marginal note of that case is this—"Where one of two partners drew bills of exchange in his own name, which he procured to be discounted with a banker, through the medium of the same agent who procured the discount of other bills drawn on the partnership firm, with the same banker; the latter has no remedy against the partnership, either upon the bills so drawn by the single partner, or for money had and received through the medium of such bills; though the proceeds were carried to the partnership account; the money being advanced solely on the security of the parties whose names were in the bills by way of discount, and not by way of loan to the partnership; though the banker conceived at the time that all the bills were drawn on the partnership account." Now, here your Lordships will see is a case in which a man advances his money, believing that he is advancing it to the partnership, believing that there is an authority to bind the whole partnership by the contract that is entered into, and the money is actually applied to the use of the partnership, much more clearly than this money was every applied to the use of this Company. But then, Sir, does that bind the parties? Are they bound to pay this money on a contract entered into without their authority, merely because also without their authority they have had the benefit of it? That, as well as the case which I first referred your Lordships to, is clear to them, that that is not so.

Mr. BETHELL—My learned friend said that the note was for interest at ten per cent.; the note does not specify ten per cent.; it is for £154,000, with interest from this date, for value received.

Sir F. KELLY—It is with interest, but the amount of interest is specified in the contract. My learned friend seems to have forgotten a great portion of this correspondence, because, though the amount of ten per cent. is not specified in the note, interest was added on the previous securities, which made it compound interest; and my learned friend seems not to have remembered that there was a correspondence in which the Company wished to reduce the interest from ten per cent. to eight per cent. My Lords, I venture to say that if the whole case rested upon that point, and on that point only, that it is perfectly clear ten per cent. interest has been actually paid, or calculated, down to the time of the note being given, and ten per cent. is the sum paid in that note, and therefore, quite independently of all the other stipulations of the contract. It seems that the nature of the loan is this: that it is not a loan to support the Company or to enable the Directors to carry on the business of the undertaking, which alone these shareholders have subscribed to—which alone they have taken on themselves; but that it is a contract for a loan of £150,000, even putting it in the most favourable point of view for the Corporation. A loan for the purpose of enabling this Company to meet their engagements in the course of the winding up of the concern; and that, too, at a larger per centage in point of interest than was payable for the debts which this loan was meant to satisfy. You Lordships will find in page 98—"These sums they propose to borrow on the security of their own acceptances, at the rate of ten per cent. per annum, and consent to the following conditions." So that the contract all along is for ten per cent. interest, unless therefore it is to be held that, whether a Banking Company shall be carrying on their business, or shall have ceased, that wherever there is a Manager of a Banking Company, that he has authority to borrow money in the name of all the partners, without their consent, even after the Banking Company itself shall have ceased, and while there is nothing to do but to pay their debts, unless it shall be held that a man without authority shall bind another by a loan of money at a greater rate of interest than what he has already paid,—it is quite impossible to maintain this transaction in any form, even the most favourable, under which it can be presented. Now, Sir, before I go to that part of the correspondence which shows the agreement itself, I would refer your Lordships to another authority for the purpose of founding another objection which I shall make. There are various stipulations of this contract which were altogether ultra vires, inasmuch as it was a contract for the application of the capital and property of the members of this co-partnership Company, to a purpose totally different from that for which they had come together, and to which they had subscribed. My Lords, I take it to be clear in point of law, that if a number of persons associate themselves together as a Joint Stock Company, whether it be a Railway Company under an Act of Parliament, or a Joint Stock Banking Company under an Act of Parliament; that whatever power they confer on the Directors, whatever powers any one member of the Company can exercise so as to bind the rest, it must be for the purpose of that undertaking, and it cannot be for any purpose foreign to that undertaking, that the moment, whether it be one out of several partners, or the governing body, of a Company, take upon themselves to enter into any contract for the application of the funds of the Company, or the exercise of the powers of the Company for any different purpose from that which is the object of the undertaking to be found in the instrument of the co-partnership, whatever it may be, that is an excess of power, and consequently the act is void. My Lords, I urge this upon two grounds, arising out of the present contract; the one, that it will be found that this is, in truth, a contract for the taking on themselves by this Company for certain liabilities of Messrs. Hughes and Hosking, which is, I apprehend, a purpose totally foreign to the object of this co-partnership; totally unauthorised by the deed; and the other is, that it was a part of the stipulation of this contract that they were to convert this Bank of Issue and Deposit into a mere Loan Company—a totally different undertaking from that to which the members have subscribed. Now, my Lords, it is hardly necessary to cite authorities, but I will refer to a very recent one, decided by one of your Lordships—the Master of the Rolls—in the case of Coleman v. the Eastern Counties Railway Company, which is to be found in the 16th volume of the Law Journal, page 73. It was there held that the managing body of a Railway Company, incorporated by Act of Parliament, are not entitled to employ the funds of the Company in, or to guarantee the payment of a dividend, or the re-payment of capital to other parties who engage in undertakings which are not part of, or directly connected with, the works which are authorised by the Act of Parliament; and that, although they may increase the traffic of the railway, and that although a majority of the shareholders in the Railway Company may approve of such application of their funds, and although the object may not be against public policy—where the Directors of a Railway Company had proposed to guarantee the parties who should form a Joint Steam-packet Company, to run vessels from a port to which the railway would convey passengers—held that one of the shareholders in the Railway Company was entitled to sue on behalf of himself and all the other shareholders, (except the Directors, who were defendants,) although "some of these shareholders had taken shares in the Steam-packet Company." Now, my Lords, I will refer your Lordships to one or two observations that fell from the noble and learned Lord in this case, in a few moments; but permit me to call your Lordships' attention—

Lord BROUGHAM—Sir Fitzroy Kelly, I was going to propose one thing, that when you close your dealing with the law, and before you come to the next head, that is, the application of the law to the evidence, that it would then be a convenient break to stop.

Sir F. KELLY—I am much obliged to your Lordship, and I shall detain your Lordships but a very few minutes in reference to this case.

Lord LANGDALE—In that case, the Eastern Counties Railway Company thought it would be advantageous to them if they could establish a Steam-boat Company from Harwich; and in order to encourage that undertaking, they thought proper to pledge the property and the credit of the Eastern Counties Railway Company for the purpose of securing a certain amount of profit to the persons who should engage in this new Steam-boat Company.

Sir F. KELLY—Precisely, my Lord; and your Lordship held that they had no authority to do so. I apply the case in this way, and it will be found to have a very extensive application to many of the points now before your Lordships: one of the stipulations of this agreement is, as I have mentioned, that the Company are to take upon themselves certain responsibilities of the mercantile house of Hughes and Hosking. Now, my Lords, that is one purpose foreign to the undertaking into which alone these subscribers have entered; they have become members of a Company for carrying on the business of Bankers, and they have entrusted to the Directors all necessary powers for the carrying on of that business;—it is no more a part of the business of Bankers to take into their hands the responsibilities of the concerns of general merchants, like Hughes and Hosking, than it was part of the business of the Eastern Counties Railway Company to guarantee, although for a business purpose, to guarantee a certain return or profit to a Steam-packet Company, which was to be established in connexion with the Railway. But again, my Lords, these shareholders, in the case before your Lordships, have subscribed to an undertaking to carry on the business of Bankers, and as specified in the deed, a Bank of Issue and a Bank of Deposit; and they have appointed Directors with full power, for the purpose of carrying on that business, and that business only: they have never subscribed their £200,000 for the purpose of carrying on, not a Bank of Issue and Deposit, but abandoning that for the purpose of carrying on the business, whatever it may be, of a Loan Company. I, a shareholder in this country should surely have a right to say I have subscribed my money, I have bought 20 out of the 2000 shares, and I have paid my money for them to carry on the business of bankers in Australia; but I have not subscribed my money either for the purpose of taking the responsibilities of Messrs. Hughes and Hosking on the Company, nor have I subscribed my money for the purposes of its being applied to the operations of a loan company, of which I know nothing. Now your Lordships will find that this is a clear authority to that effect, and much fell from his Lordship, the Master of the Rolls, in that case which has a direct application to several of the stipulations of this contract. His Lordship observes, after alluding to the facts of the case, "Now Companies of this kind;" and I am sure I may equally apply the observation to joint stock banks: for there are now probably even a greater number of joint stock companies, if we include the colonies, than there are railways in this Kingdom; and they are alike in this particular, that they cannot be carried on by all the subscribers conjointly. The business must be carried on through a board of directors, or some other managing body, and they are alike in this. The case before the Court is more stringent in that respect than the case of railway companies. These joint stock banks consist of partners, who are at a distance of tens of thousands of miles from each other.

Lord LANGDALE—That was a case between the Directors and the Shareholders.

Sir F. KELLY—But, my Lord, it is a case that bears on this, because it involved the question of the partners, the Directors; and in this case, supposing this were an application for an injunction to restrain the Directors from dealing with the funds of the Company, and from applying them to purposes foreign to the original undertaking, then it would be like the case now before your Lordships. Therefore, it is in order to show the view that was taken by your Lordship on this occasion, that I refer to the case. Now companies of this kind with powers so extensive are so recently introduced into this country, that I believe that neither the Legislature nor the Courts of Justice have been yet enabled to understand all the different lights in which their transactions ought properly to be viewed. We must, however, adhere to ancient general settled principles so far as they can be applied to great combinations and companies of this kind. Joint stock companies getting possession of funds so extremely large, exercising powers so extensive, so materially affecting the rights and the interests of a great variety of other persons, and what must perhaps everywhere be considered still more so,—greatly affecting the rights of the public, the rights which the subjects of Her Majesty are accustomed to enjoy under the protection of the laws established in this Kingdom. Then his Lordship afterwards observes, having alluded to the facts of the case, "I have only looked at the first Act of Parliament, and that gives them authority to raise £1,600,000, which is stated, probably with perfect truth, to have subsequently been extended; but it is proposed to pledge the funds of this Company to support the proposed Harwich Steam Packet Company to the extent of £150,000, or up to £300,000." The agreement is of this nature. Then the nature of the agreement is stated by his Lordship—"Now it is not proposed that the Railway Company should immediately and by their own Directors engage in the Steam Packet Company, and carry on the trade; that it is not a part of the agreement as it has been stated to me, it very possibly might be a part of the agreement otherwise arranged, but that is not proposed. It is proposed only that they should have the whole risk and liability—the whole risk of paying interest at the rate five per cent.; and if the transaction should turn out an unprofitable transaction of making good to every subscriber towards it the full amount which he has paid. Now is there anything which can be considered as sanctioning that in the course of this Act of Parliament? To construct, to maintain, to regulate the traffic, to do all that is necessary for the purpose of carrying on the traffic, does that imply that they are to pledge the funds of the Company for a completely different transaction, in the hope that it may turn out a profitable one, and by being itself profitable add to the profits of the Railway Company." And his Lordship afterwards observes, "But I am not afraid to say that in any case, however small, which is within the principle of this Act, to pledge the funds of the Company for the purpose of supporting another Company which is engaged in a hazardous speculation, is a thing which according to the terms of this Act of Parliament they have not a right to do, I am far from saying; at the same time that there are not many small things of this sort which are extremely obvious, and might be so extremely beneficial, that when all the shareholders knew them they would all acquiesce in them, and never think of complaining of them. Therefore, it does not follow that they cannot do any the least thing. I believe they have the power to do all such things as are necessary and proper for the purpose of carrying out the intention of the Act of Parliament, and they have no power of doing anything beyond it." Now, just then, my Lords, in conclusion on this point, to apply that case to the present. There was a case in which a railway company was established by an Act of Parliament—that an Act of Parliament contained all the provisions for what was to be the object and nature of the undertaking, and the power of the governing body for the time being carrying on that undertaking,—his Lordship the Master of the Rolls held that by that Act of Parliament the power of the company and the directors, the governing body, must be limited to the application of the funds and property of the co-partnership, to the carrying into effect the specific object stated in that Act of Parliament.

Lord LANGDALE—That has [illegible] so far acquiesced in that several [illegible] applications have been made.

Sir F. KELLY—No doubt, my Lord; and I apprehend that nothing can be more essential in these days of joint stock companies and railway undertakings where people by their deed of corporation when they subscribe their money, embark their capital and property for one particular object where they look to the four corners of the instrument to see what is to be done with their money, what powers they are to confer, how they are to be exercised, and what is to be the extent of their responsibility. I apprehend it is of the highest importance that whatever is the degree of responsibility limited by the Act, by the deed, or whatever may be the instrument establishing the co-partnership, that the responsibility of the party should never be carried one point beyond those limits; and so where likewise these Acts of Parliament and these deeds specify the powers which are to be conferred upon and exercised by the governing bodies of these great companies that those powers ought to be exercised strictly within those limits, because otherwise no man would be aware of the amount of responsibility to which he would expose himself the moment the powers are to be exceeded. We say, my Lords, that this deed is our Act of Parliament; we are [illegible] ders of that railway company with [illegible] their Act; so are we with reference [illegible] deed. We say that we have become members of a bank of issue and deposit; we have given no authority to our directors to turn it into a loan company; we have conferred powers on directors—but directors of what? Directors and managers of a bank to be carried on for 100 years, unless it shall be limited to ten years, or any other period by a majority of the entire proprietors. We say, therefore, we made them directors only for the purpose of carrying on this bank; then if they stop the carrying on of the bank are they directors any longer? If the whole body of the proprietors have given no authority to them to put a stop to the resources with which they were to carry on the business, why they cease to fill the character and the capacities to which we have appointed them, and they cease to be directors of a company for the purpose of carrying on the business contained in the deed. And, therefore, my Lords, we say on the principle of Acts of Parliament for establishing railway companies, Courts of Equity constantly interfere to restrain the governing body, or any number—the whole governing body, [illegible] the [illegible] of that one, from doing anything not strictly within the powers contained in the Act of Parliament, and for the purpose of carrying on the undertaking created by the Act of Parliament. We say that upon that principle, so here where we have created these directors for the purpose of carrying on the business of a banking company of a particular interest and character, they have no right to cease to do so, and yet to retain any power at all: for they are powers only to be exercised in carrying on the business; but still less have they a right to exercise them for a single moment, and even to the slightest extent, in entering into an undertaking, not for the purpose of carrying on the banking business at all, but for the purpose of winding up the banking business, and not for the purpose of carrying on the banking business, but for the purpose of taking on themselves the responsibilities of others whose business is totally different from the object of this co-partnership. My Lords, I will now avail myself of your Lordships' indulgence, and proceed at the next sitting of this Court to the nature of the agreement.

Sir S. LUSHINGTON—You say that the fourth condition is that they took on themselves the liabilities of Messrs. Hughes and Hosking.

Sir F. KELLY—What is your Lordship taking that from?

Lord BROUGHAM—That is from page 6 of the Appellant's case.

Sir S. LUSHINGTON—I do not know whether I correctly understand it.

Sir F. KELLY—And it is quite impossible, my Lord, to understand this clearly without referring to the correspondence; but what I shall proceed to bring under the attention of the Court, is, first, this agreement, and after reading it and showing from the letters of the Corporation themselves that this was the basis of the jurisdiction and the origin of it.

Lord BROUGHAM—Do you mean the letter of the 27th February.

Sir F. KELLY—No, my Lord; the memorandum which is set forth in page 8 of the Respondents' case, that that was the basis of the agreement; that that is ambiguous in itself, that it might mean one thing or that it might mean another,—but that when we refer to the correspondence it will be made clear and apparent beyond doubt that this means the incorporating of the concern of Messrs. Hughes and Hosking with those of the Bank of Australia, of the outstanding liabilities of Messrs. Hughes and Hosking.

Sir S. LUSHINGTON—That is a very different thing from what *prima vesi* appears.

Sir F. KELLY—No doubt it is, my Lord.

Adjourned.

DIARY.

MEMORANDA TO NEXT PUBLICATION.

April.		SUN		HIGH WATER	
		rises	sets	morn	even
29	SATURDAY	6 39	5 21	6 1	6 26
30	SUNDAY	6 40	5 20	6 51	7 13

New Moon, 19 m. past 5, P.M., May 3.

THE
Sydney Morning Herald.

SATURDAY, APRIL 29, 1848.

"Sworn to no Master, of no Sect am I."

THE LEGAL PROFESSION BILL.

THE discussion which took place on Tuesday evening last, in the Legislative Council, upon Mr. WENTWORTH's Legal Profession Bill, reminds us of "Bottom's Dream:"—"The eye of man hath not heard, the ear of man hath not seen, man's hand is not able to taste, his tongue to conceive, nor his heart to report, what my dream was," cried the bewildered Bottom. So may we confess to the same confusion of our faculties in endeavouring to understand the transcendental mystery of meaning in the speeches and votes of Tuesday evening. Mr. WENTWORTH brings forward, supports, and votes in the lump, for a Bill, to the *whole* of which, "except the clause which would enable young men to be called to the Bar here," he is opposed. Mr. DANGAR seconded the motion for the second reading of the Bill, at the same time "advocating the general question of the amalgamation of the profession," which amalgamation this very Bill impliedly veto'd, whilst "it did not touch," as Mr. DANGAR himself admitted, "the great evils of the present law system." The ATTORNEY-GENERAL "regretted that he could not altogether support the Bill which had been introduced, although a member of the Committee by whose direction it was framed." Mr. ROBINSON hoped the Bill would be persevered in, *he was confident the Colony could not support a separate Bar.*" which "separate Bar however, was in this very Bill, recognised and perpetuated. Here was a curious display of incongruous speeches and actings, which looked like legislation run mad. Even Mr. LOWE appeared to be a little touched, inasmuch as he voted for the Bill; and yet he was the only speaker of the night, who exposed its insufficiency, and seemed at once to understand the subject, and to have no motive for preventing other people from understanding it as well as himself. The Bill is to be committed this day. If committed as it stands, Messrs. DANGAR, ROBINSON, and others, declared advocates of amalgamation, will actually affirm a Bill, which has been avowedly framed for the purpose of repudiating amalgamation altogether. Thus will they in one breath say "we desire amalgamation,—and therefore we vote for this Bill, because it does not give us what we are so anxious to secure."

The ATTORNEY-GENERAL, Mr. WENTWORTH, and other persons, eager for "the pride and glory," as Mr. LOWE phrases it, of a separate Bar, never seem to have bestowed a moment's consideration upon the view which the latter gentleman, the other night threw out, viz., the expenditure necessary to support a Bar in *respectability.* For years past legislation, in respect to legal proceedings in this colony, has always adversely affected the interest of the Bar, whatever benefit may have accrued to the Public, or to the other branch of the profession. The passing of Mr. Justice BURTON's Insolvent Act, prodigiously diminished the number of actions in the Supreme Court. The extension of the jurisdiction of the Court of Requests to cases of £30, also drew away a large portion of business from the superior, to the inferior jurisdiction. The Small Debts Act still further diminished the emoluments of the Bar. Contemporaneously with these reductions in the amount of business in the Supreme Court, the numbers of the efficient working Bar remained much the same, so that the business that was left to the Supreme Court being necessarily sub-divided amongst about the same number of men, furnished but reduced incomes to all. This however was only one result of the operation, by which the Bar were being gradually reduced to the condition of the steed who was killed by his master, whilst gradually curtailing the animal's oats, until he might be able to live on air.

The other effect of thus diminishing the business for Barristers in this colony was one of a still more important character. That which we have above described, affected only a class, the Barristers themselves. The other result, of which we are about to speak, in addition to affecting that body, also greatly and most injuriously affected the public service. The reduction in the quantity of business, of which we have spoken, naturally threw the less capable men out of employment, and also rendered it impossible for incapable new comers to procure business. The men thrown out were thus compelled to become office-seekers for bread. They could not be independent: time-serving, and place-hunting became only means of self-preservation.

"*Si quæris monumentum circumspice.*" Neither Courts of Requests, nor Crown Prosecutorships of Quarter Sessions, nor Insolvency Commissionerships, were filled from the working, the informed, the brief-holding Bar, but from the briefless, the least capable of their body. Thus appointments to office made no business for rising men, as is the case in England. There, the people obtain officials from the front rows, and are well served. Here, they get the officials from the back-est rows, and are too frequently served—out. In England, consequently, able men, and efficient men, if not absolutely synonimous, are at any rate not repugnant ideas; whilst here, official man, and noodle-man, are almost inseparably associated together in our thoughts. In England, official station and absolute independence are perfectly compatible; whilst here, the system generates a set of men who are at all times ready to sell the colony for a "mess of pottage." And this is the system which is to furnish forth Mr. WENTWORTH's champions of public liberty and civil rights. Deluded member!—you do not see that such a state of the Bar, which excludes from all chance of office the most capable of the other branch of the profession, leaves the colony like a milch cow, to the hungriest of the least employed, amongst the men of wigs. The public are restricted to a smaller number of men, from which to select their servants, and the Bar, as a body are not made more respectable, by the official, but ungraceful voracity, of their less employed Brethren.

To such considerations as these however, we suspect Mr. WENTWORTH has given but little heed. His arguments had chiefly reference to the questions of expense of a separate Bar; and poor enough arguments they were.

The older, and more respectable witnesses examined before the Committee, Mr. WENTWORTH said, were opposed to amalgamation. This declaration is no doubt as satisfactory to the Public at large upon the question of amalgamation, as is Mr. WENTWORTH's testimonial to the witnesses themselves, on the score of respectability. A diploma of respectability from Mr. WENTWORTH's College must be almost as valuable as a ST. ANDREW's degree.

The above article was written, and intended for insertion in the *Herald*, of yesterday morning, but from the great press of other matter, could not be published until to-day. We mention this, because the article itself refers to the debate of last night on Mr. WENTWORTH's Bill, as something which had not taken place, and because several topics were touched upon, which were also referred to by one or two speakers in the same debate.

THE great importance which is naturally attached to the proceedings in the Bank case must be our excuse for the large portion of our space which we have devoted to the Privy Council report, and the alteration this morning made in the appearance of the *Herald*. It will be necessary to divide the remaining portion of the report into four divisions, which we hope to be able to find room for on the first four days of next week.

DOMESTIC INTELLIGENCE.

INSOLVENT COURT.

FRIDAY.

BEFORE W. A. PURFFOY, Esq., Chief Commissioner of Insolvent Estates.

In the estate of Goodman Hart, a second meeting was held, at which the following claims were proved:—Samuel Davis, £105; P. Dignam, £28; T. Wright, £102 17s. 3d.; Abraham Hart, £124; M. J. Davis, £102 5s.; Maurice Alexander, £110; N. Mandelson, £19; D. Davis, £10d 19s. 4d.; J. G. Raphael, £30; and J. Moses, £ 5) The meeting elected Mr. Isaac Levy assignee, to act with the official assignee of the estate.

In the estate of John Pethick, a single meeting was held. One claim was proved against the estate—W. King, £224 11s. 3d.; and the meeting adjourned until the 9th proximo.

In the estate of Alexander G. Panton, a second meeting was held, and the following claims were proved:—T. W. Bowden, £13 3s. 8d.; H. B. Bradley, £34 3s.; R. Towns, £176 4s. 6d., and Thacker and Co., £163 14s. 10d.; after which the meeting was adjourned until the 1st proximo.

MEETINGS TO-DAY.

In the estate of Robert Cooper, the younger, an adjourned second meeting, at half-past 10 o'clock.

In the estate of Thomas Taylor, a second meeting, at 11.

In the estate of Robert Donnison, a single meeting, at half-past 11.

LEGISLATIVE COUNCIL.—We are compelled to omit until Monday, a report of yesterday's proceedings of the Legislative Council. Mr. Wentworth obtained leave to bring in a Bill to remove doubts as to titles of land in the vicinity of Sydney. Mr. Lowe gave notice of a series of resolutions confirmatory of the report of last year's Select Committee on the price of land. Mr. Wentworth gave notice of resolutions on the new constitution, altered from those of which he had previously given notice. The Melbourne Building Act was thrown out by a majority of 11 to 8. The further consideration of the Legal Profession Bill was postponed for a fortnight.

AWFULLY SUDDEN DEATH.—Just as the horses were coming in for the third heat of the first race at Parramatta yesterday, a man who was in the grand stand suddenly fell backwards. The first impression was that he had been seized with an apoplectic fit, and a gentleman who was standing by lost not a moment in taking off his jacket and opening a vein in one of his arms, but only a few drops of blood followed, and he was in a few minutes a corpse. The deceased had been noticed during the morning as being in apparently very ill health, and to be greatly excited by the race, and it was subsequently found that he was, and had been for some time past, a patient in a private hospital at Parramatta.

POLICE OFFICE.—The magistrates in attendance yesterday were, the Mayor, Captain Innes, Mr. Henderson, and Alderman Little; Mr. Larnach was on the roster for the day, but was not present. Alderman Allen and Mr. Botts are the sitting justices to-day.

tablish a case of that nature is so loose, scanty, and uncertain, as to be almost intangible. In truth, we are unable positively to say that such a case is relied on, still less, therefore, can we explain the mode in which it is supposed to be established. The following appears to us to be all the evidence which can be thought applicable to this subject. You will remember that in his letter of the 27th of February, 1843, Mr. Mackenzie observes that a meeting of the Company would shortly be called. There is no evidence as to anything which passed at that meeting, nor even can we collect, except by conjecture from some expressions in the correspondence, that it took place. Nothing done or resolved on, however, at such a meeting could (we apprehend) have bound the Company at large, certainly not, so far as we can see, unless a majority of the shareholders (as provided by section 72) were shown to have been present. Special meetings are certainly provided for, to be convoked (sections 67 and 68) upon the concerns of the Company; but there is no provision as to the powers of such meetings (where less than the entire majority are present) when assembled; still less that absent members shall be bound by their proceedings. There might be more efficacy, we think, in the half-yearly meetings in January and July, because these being specially appointed to be then held, every member has notice (by the Deed of Settlement) of them, and their objects are (section 64) of the most extensive description. Every member, perhaps, might therefore be taken to be present at, and bound by resolutions and directions passed or given at such meetings. At all events, we do not determine that if evidence had been given of the holding of such last mentioned meetings and of resolutions having been passed approving of the loan (after notice shown to have been given then or previously of all the circumstances) any subsequent dealing in the matter, especially the giving of a renewed bill or note for the amount, would not have been a strong circumstance against the Company. I am myself inclined to think indeed that less than this might be evidence of acquiescence. I conceive further that after such notice given, or the possession of the means of knowledge in the members present, their sanction or approval (or possibly even their silence as to the transaction) at such meeting, would be evidence that an authority to borrow existed from the outset. The giving of a renewed note in respect of the loan, after any distinct expression of approval at such a meeting, I should think very strong evidence on that point. We have here, however, no such evidence. There is none of the holding of the meeting of July, 1843, nor any distinct evidence of that of January, 1844. There is none certainly of the proceedings at such meetings. Mr. Spark merely says that it was the general practice to hold half-yearly meetings, but he specifies none, and refers to no distinct period. He added (though this we think of no moment) that the meetings were always very thinly attended. There were 170 shareholders, but seldom more than twenty or thirty assembled." Now, my Lords, I will not therefore weary your Lordships by going further upon that point of acquiescence, but for the purpose of making this observation. It appears that though my learned friend, Mr. Bethell, now relies on something that he calls acquiescence by the shareholders, it appears that the three Judges were unanimous upon that point; that on the evidence then before them, and to which their whole attention was directed, there was no kind of acquiescence; but, my Lords, I take the case up much higher than that. The whole question in the cause is whether a certain portion of the shareholders have power by a contract of this nature to bind the rest. Now there was no greater power in any of those meetings that were held than there was already in the Directors; therefore to say that the act done by the Directors, even if it had been fully explained to the meeting and then ratified by the meeting, would have acquired any additional validity, appears to be entirely inconsistent with the Deed of which the Corporation had notice, because the whole question is, whether any individual shareholder, but more particularly 140 out of 170, have not a right to say all the power we have conferred, either upon the Directors or on the majority, at any meeting, except always a majority of the whole body under the 72nd section, which meeting under which section never was convened at all, is no more binding, whether it be an act done by the majority at a meeting or elsewhere, than if done by the Directors. Therefore, supposing for a moment that there was any ratification, I apprehend that leaves the question where it was, for it must be an authority either expressly given, or by law, if the authority exists at all, it is to the Directors, if not in the Directors, who are a select body appointed to manage the concern; it did not exist in thirty shareholders, or any other number who might have attended at any one of these ordinary meetings, so that I do not conceive, even if there were any ratification, that these meetings can have any effect on the case; but, my Lords, I refer to what fell from the Chief Justice in this case. Your Lordships will observe, in order to ratify an act, supposing it needs ratification, or can be made binding on the whole body by ratification, there must be a power to repudiate. Now, after this agreement was entered into in February, and several things took place before May, and after May several securities were given, and after the money was applied in various ways, as appears upon the evidence, what could a meeting do? They cannot undo what has been done, and inasmuch as a power to ratify implies a power to reject and repudiate, if they had no power to reject and repudiate, so as to put the parties in statu quo, one does not see how any ratification could affect even themselves, but also it does not appear that at any of those meetings not only is it correct, that we have no account of what passed at any of those meetings, but it does not appear that at any one of them the contract under which the money was lent ever was submitted to the Company.

Lord CAMPBELL—Supposing the money had been applied to partnership purposes, with the consent of the lender, then what would the result be?

Sir F. KELLY—Clearly, my Lord, the application cannot alter the nature of the loan if there were no power to borrow. In the case of Lord Galway v. Matthew, Lord Ellenborough held that there was only an implied authority in one partner to accept a bill binding on the whole firm, that it makes no difference although the whole was applied in the partnership concern. If there is no power to borrow there is nothing binding on the partnership.

Lord CAMPBELL—Supposing there is a power to borrow money for partnership purposes, and that the money is applied to partnership purposes with the consent of the lender, still you say that the purpose for which the money was originally borrowed can alone be regarded.

Sir F. KELLY—Certainly I say so, my Lord, were it otherwise you would find it would come to this—if the application of the money for the purposes of the partnership were to affect the question, any man might go and pay my tailor's bill, and bring an action against me for the money which he had paid: I might be much obliged to him for paying it, but you cannot force such a contract on any one. Your Lordships will see that that must be the test of the case, that a loan is a contract; and here, this is a declaration on a contract; it is alleged that the defendants promised to pay this money—that on a good consideration they promised to pay it. Then, my Lord, a contract, I say, cannot be forced.

Lord BROUGHAM—Whereabouts is the case of Lord Galway v. Matthew reported?

Sir F. KELLY—It is reported in the 10th volume of East; I am going to refer your Lordships to it by-and-by; but, in truth, at those meetings it would be idle to say that anything took place which would make this loan binding on absent shareholders, because all the account that we have of the meetings, is not of anything that appeared at the meetings; there is no proof that any statement was given at that time; it might have been a sum of money deposited for a particular purpose in the Bank, and, according to the strict terms of the deed; in order to make anything of a ratified contract, it must be after a full communication to the parties of the whole transaction; and then, if they knowing it, ratify it, it is binding on them. But, my Lords, the observation which I make on this question of acquiescence is this, that there is no greater power in the thirty or forty shareholders who appear at the meetings, than there is in the four or five Directors. The question that relates to the shareholders at the meetings, as well as to the Directors, is the question whether the one or the other are made the agents for the entire body to bind them by the contract they have entered into; and as no greater power is given to any number of shareholders at the meetings than to the Directors themselves, if the majority at the meeting had borrowed the money, instead of the four or five Directors, the result would in point of law have been the same. My Lords, before I refer to the authorities, I hope your Lordships will not think it inconvenient—and if I tread to your Lordships what neither of my friends have referred to, it is not of any great length, the reasons which are submitted to this Court. I read it as part of my argument, the reasons for the opinions delivered by the two other Justices (Dickinson and A'Beckett). Your Lordships will find the first in page 62. "As to the first, begging their Lordships' permission to refer to the very accurate notes of his Honor the Chief Justice, and to the uncontested statement (contained in his charge to the Jury) of the facts disclosed by the evidence of men on the trial of the above action, at the bar of the Supreme Court of this colony. I humbly submit to her Majesty's Most Honorable Privy Council, the following, as the reasons which induced me, upon the trial at bar, to concur in the judgment pronounced for the defendant. First, that the Directors, and a portion of the proprietory of the Bank of Australia, had no previous authority to borrow the money, so as to make the contract binding upon the whole Company; second, that there was no evidence at the trial to show any course of conduct by the whole proprietory which could estop them from contending that they were not liable upon the loan contracted by the Directors and a portion of the shareholders. As to the first, it appeared by the evidence that the Bank of Australia consisted of numerous persons trading in partnership under a Deed of Settlement upon a joint stock capital divided into shares; second, that the money was lent without the actual knowledge of many of the proprietors, and was expended before the latter had notice of the loan; third, that there was judicial knowledge and public notoriety, that a Joint Stock Company was an association of persons who might probably be strangers to each other, associating, not on terms of personal confidence, but upon a prescribed constitution, managing their affairs, not by the individual members, but by a Directory, and trading upon a fixed capital." I see the learned Judge there uses almost identically the language of Chief Justice Tindal in a case the name of which I have not at this moment, but to which I shall have to call your Lordships' attention presently, in which that learned and eminent Judge distinguishes between the situation of a member of a Joint Stock Company and a partner in any ordinary business. It is the case of Bramah v. Roberts; but, my Lords, there is this difference with regard to the assumption and the exercise of power in a managing body. If I enter into a copartnership with four or five people, like Messrs. Drummonds or Messrs. Coutts, it is an agreement founded on personal confidence; the whole of the partners are generally on the same spot, or if not, they have confidence in each other; there can be no change in the members without the consent of the whole; each may therefore be supposed to confer the largest powers, which would be consistent with the carrying on of the undertaking, but when it is the case of a Joint Stock Company, there is no personal confidence, inasmuch as the shares are transferable; therefore it not only behoves me to protect my interests by defining the powers that I confer on the Directors, but it is but common justice to me that those powers which I confer on a fluctuating body of Directors, who may be different a year hence from those in whom to-day I might have confidence, should at all events be, if not strictly construed, that they should be actually observed; therefore it is not in vain that the observation is made here, "These are persons associating not on terms of personal confidence, but upon a prescribed constitution managing their affairs not by the individual members, but by a directory, and trading upon a fixed capital; fourth, that the nature of a Joint Stock Company was so different from that of an ordinary trading partnership, that the implication of law derived from the latter, which makes all its members liable upon the business contracts of one of its members, was not applicable to the former kind of association; fifth, that if the Bank of Australia was an ordinary trading partnership, it was subject to the rule that the authority of one partner to bind another is only an implied authority, and may be rebutted by evidence of notice to a customer that the first had no such power; sixth, that it appeared by the evidence, that before the money was lent, Mr. Hart, the Superintendent of the Bank of Australasia, knew that the Bank of Australia was regulated by a deed." That we have already considered "That the Deed of Settlement, by expressly giving the Directors, for the management of the business, according to the provision contained in the clauses subsequent to the 51st, various powers, excluded them from the power of borrowing, about which no mention was made; eighth, that the loan was not contracted by the Directors in the ordinary business of banking." Now, it is for this that I pray your Lordships' attention, because this is the argument, better expressed, which I shall have to urge on your Lordships, "that the loan was not contracted by the Directors in the ordinary business of banking mentioned in the preamble of the Deed of Settlement." Now, my Lords, supposing for a moment, pausing here—supposing for a moment that the Directors are presumed to have some power of borrowing from the language of some of the clauses of this deed, I know not where it is to be found; still it must be a borrowing such as is in the deed referred to, and therefore expressly contemplated. For example, if it be a borrowing, the receipt of money on deposits, that is expressly provided for, the Directors would therefore clearly have power to receive money on deposit, and to determine under another of the articles of agreement what security should be given for that money, so they would have power to issue their notes as a Bank of issue, determine the forms, and so forth, and the parties to the notes, all that would be within their powers, but it is important to observe that there is no species of trading or carrying on the business of a Banker, no species of operation or transaction at all alluded to in the deed of settlement, as to which any powers at all are conferred on the Directors resembling the transaction out of which this note arises.

Lord LANGDALE—If you understand by a Bank of issue, a Bank which gives its own promissory note and security for the repayment of a larger sum, that is a discount by means of its own promissory note, I scarcely think it could be so called.

Sir F. KELLY—My Lord, it is my wish to avoid confusion in any statement that I may make. I believe, with regard to Banks of issue, the meaning of the term is understood—the Bank of England is a Bank of issue.

Lord CAMPBELL—I thought you had considered that under certain circumstances upon a run against the Bank, you did not dispute that they might borrow money to prevent the utter ruin of the concern, it is open to you to say that they cannot borrow money to destroy the concern; therefore, I think, it is not that reason that you rely upon, given by the Puisne Judge, but it is their eighth reason.

Sir F. KELLY—My Lord, I was on the eighth reason, now I will not occupy a moment of your Lordships' time in considering that question, whether they might, in the event of a run on the Bank, be prevented from borrowing money to prevent the thing from going to ruin. It would be unpleasant to me to state, that I believe the law to be one way when I believe it to be the other.

Lord BROUGHAM—There is no such thing as an admission in point of law.

Sir F. KELLY—I am quite ready, my Lord, to assume that such might be the law, because if it be so, I would rather say that the very circumstance of such an implication arising in law is, because it is necessary and inevitable, its necessity is the parent of the implication itself. Well then, my Lords, if that be so, it is only where there is a similar irresistible necessity that the implication can arise in any other way; and how any body can contend for a moment that there is any necessity to borrow money on a contract which is to stop the Bank, I cannot understand. As to the meaning of a Bank of issue, I apprehend, my Lords, that this is clearly understood—the Bank of England is a Bank of issue, and country Banks that issue their notes are Banks of issue, but the way in which those country Banks act as Banks of issue, is this, being also Banks of deposit, they have received £500 from a particular customer as a deposit. A cheque comes for £100, instead of paying it in gold, they pay it in their own notes as the Bank of England does, that is, being a Bank of issue; that is not a loan of money, that is payment—it is on the contrary a payment of money, it is only that they pay it by means of what, under the law, they are authorised to issue, that is by means of their promissory notes instead of paying it in specie.

Lord LANGDALE—Shifting the form of the debt.

Sir F. KELLY—That is all my Lord. Then, "that the loan was not contracted by the bankers in the ordinary business of Banking, mentioned in the preamble of the deed of settlement. For if the receipt of moneys on deposit accounts is a transaction (not of money had and received), but of money lent, then such receipt was the only kind of loan which could be contracted in the ordinary business of Banking, whereas the money lent by Mr. Hart was advanced under circumstances of extraordinary emergency. Moreover, as a state of insolvency cannot be the ordinary business of a Bank, borrowing money to save it from bankruptcy would be no part of the ordinary business of Banking. Moreover, the conditions with which the loan was coupled, are inconsistent with the ordinary business of Banking, one of those conditions being, in effect, that the Bank of Australia should give up its business of Banking. Ninth, that the borrowing the money was virtually increasing the capital of the Bank, and was, therefore beyond the authority of the Directors." Now, my Lords, this is also an important reason, and presents the case in a point of view in which it has not yet been submitted, that the borrowing the money was therefore increasing the capital of the Bank, and was beyond the authority of the Directors. Now, my Lords, by the deed of partnership, the capital was provided to be £200,000, that is, therefore, a contract, and a contract to which these Directors ——

Lord CAMPBELL—I do not see how contracting a debt can support your argument as to increasing the capital.

Sir F. KELLY—My Lord, I do not see any escape from the proposition—let us see what it is. There, this very Company agree to subscribe £200,000, and that is to be their capital, and, moreover, there is no power to increase that capital.

Lord CAMPBELL—A capital to which each of the shareholders the partners contribute, that makes the capital, not what they borrow.

Sir F. KELLY—No, my Lord, just take this very case.—There is £200,000 agreed to be the capital of this Company, and it is expressly provided that the Directors of the Company shall not increase the capital.

Lord CAMPBELL—The capital is not enlarged by the loan. Is the capital of this Company larger than it was before they contracted the loan?

Sir F. KELLY—No, my Lord, their available capital for the purpose of carrying on the business. If the Directors could borrow £150,000, and they would in effect, and do in effect, increase their capital, and they have £350,000 to trade with, and, I say, my Lords, that it is in effect increasing the capital, and directly against the provisions of the deed constituting the Company, and that, I say, is what they have no right to do; the deed expressly provides for the receiving of money on deposit and, therefore, they trade as well with the £200,000 capital as the money which is received on deposit.

Lord CAMPBELL—That would apply equally if the money were borrowed to preserve them from bankruptcy—that would be increasing the capital.

Sir F. KELLY—I say, my Lord, that it would be, and that is one of the reasons why they might have no right to do so. It perhaps, after all, may be more a question about words than anything else; but no one can doubt that if this Company have £200,000 only, as their capital, and then for the purpose of carrying on the trade they have that sum plus the amount of deposits, and if there is a power to borrow the sum of £150,000, they do increase their available capital, because directly they get it, and we are assuming the Appellants say this is borrowed for the purpose of the concern, the moment they have got the £150,000 they may increase their discounts; they may risk by discounting bills £150,000 more than the original proprietors contemplated that they should do. And, therefore, my Lords, it is impossible not to see that that is the necessary result. If I, a shareholder, in England, subscribe my proportion to the raising of a capital of £200,000, and I say I am content to take the risk of all the transactions and operations you can engage in by lending out, that £200,000, and also by lending out by way of discount all the money deposited in the Bank, reserving only a sufficient sum to meet the demands from time to time on the Bank, and for the purpose of carrying on the business of the Bank; that is an authority to me to pledge my responsibility by lending money, which, if it be never repaid, is my loss, as well as the loss of the other Shareholders of £200,000, the original capital, and all that may come into the Bankers' hands by way of deposit—but if, besides all that, the Directors borrow the sum of £150,000, the moment they have that money in their hands they may lend it out on discount, and they may lose the money, and then the shareholder is subject to that loss; it has therefore the effect of enabling Directors to borrow a sum of money, the effect is to produce all the consequences of an increase in capital, for inasmuch as no shareholder can, by any human possibility, be liable to a greater loss than the amount of the whole capital, and the amount of the whole of the deposits, if they lend it out by way of discount, if there is a power to borrow £150,000, inasmuch as that may be lent out, the shareholders may be losers to that amount in addition; so where the shareholders limit themselves to loss by the amount of capital, and if there be a power to borrow money they increase the risk of that money being lost, beyond all that they had previously contemplated. "That the pressing necessity which the Bank had for the money, did not of itself authorize the Directors to borrow it. That the note—£154,000, payable on demand, was made without the knowledge of the whole proprietary of the Bank of Australia, and was made in respect of the money lent as aforesaid, and upon no new consideration." I will not trouble your Lordships with the observations which follow, which rather seem to touch the question of acquiescence, to which I have already adverted. But now, my Lords, I come to consider what the question of law is, as it must be determined by the authorities, and I submit to your Honors, that when we look to all the authorities on the subject, whether the question relates to a Banking business or to a common mercantile firm, or to a mining business, or any other sort of joint-stock company or private partnership, that the principle of law, with regard to the whole body being bound by the acts of a select portion of that body is the same, that there must, in order to bind those not actually parties to the contract, there must be either an express authority conferred by them on those who are parties to the contract, to bind them by that contract, or from the nature of the business which they authorize them to carry on there must be an implied authority so to bind them. And when we look to what this agreement is, the question will be, whether the shareholders of this concern have given an express authority, which can only be by means of the deed, to enter into this contract, and to affect this loan on their responsibility, or if not, whether there is any implied authority to that effect? Now your Lordships will find, that with regard to express authority, there can be no question that depends on the construction of the deed itself, to which I shall hereafter have to call your Lordships' attention; but with regard to the implied authority, I think your Lordships will find, and for this purpose I am content to refer to the very authority, and the only authority, I believe, on which my learned friend has relied, as giving the rule on the subject, and which rule I am content to be bound by, and which will be found to be this: that there can be no implied authority except for the purposes, that is, for the purposes which are necessary to the carrying on of the business; I will take the definition of that very case referred to by my learned friend, a case that I am surprised he has cited, the case of Kirk v. Blurton, in 9th Meeson and Welsby, page 284. Now, my Lords, it is singular that this was a case which determined this. A partner has no implied authority by law to bind his copartners by his acceptance of a bill of Exchange, except by an acceptance in the true style of the partnership. That was the point of law held in this case. "Therefore, where the firm consisted of J. B. and C. H., the partnership name being J. B. only, and C. H. accepted a bill in the name of J. B. and Co.; it was held that J. B. was not bound thereby." That, my Lords, is a very well settled point of law now, and one not altogether unimportant in this case, for reasons that I will not advert to at this moment. But after the arguments in that case, Mr. Baron Alderson observes—"The Court do not entertain any doubt as to the principle of law applicable to this case. One partner can bind his copartners only to the extent of the authority which is given to the partners generally, to enable them to carry on the partnership business together. The true principle is that which has been stated by Mr. Cresswell, that, in the case of a partnership, the authority which each partner has, is an authority given by law to do." Now what, are "such things as are necessary for carrying on the partnership." That is my learned friend's definition.

Lord CAMPBELL—That is not such things as are indisputably necessary.

Sir F. KELLY—And this decision is quoted, this principle is brought forward to sanction a contract for the borrowing of money, which contract was not a contract at all for the carrying on of the partnership, but a contract at once for putting an end to it, and substituting a different undertaking from that into which the partners had entered. "If bills are necessary, then, they have a power to accept bills, and so to bind each other. If there is an express contract amongst themselves different from that which the law implies, that express contract must prevail. What authority is there in a case like the present?" And then his Lordship refers to the particular question in that case. Then, my Lords, we should come to this question; suppose the borrowing of money to be authorised at all, it can only be—I am unable to conceive any other case in which the borrowing of money by a banker can be necessary for the carrying on of the trade, except where there is a pressure or some demand on the Bank which cannot be met without the borrowing of money, and therefore the money must be borrowed in order that the trade shall not stop, but in order that it shall be carried on; but, my Lords, was that the case here? Why, what was the observation which even the Chief Justice made? There had been a run on the Bank, and that run had been successfully met, and the Bank was actually going on at that moment, and if it be said, as was observed, if it be said that this loan, taking it for that purpose quite independently of all the other stipulations—that this loan was necessary to enable this Bank to meet its engagements, and that it must have stopped if it was not for the loan, at least they might have waited till the time came when it was necessary; there was no necessity here for that purpose, but your Lordships will find, when we look to the contract, this money might have been no doubt, as money might be to any Bank that is under a temporary pressure, it might be of use and importance, but that this money was necessary to enable this Bank to meet the demands not then pressing against the Bank, but which it took upon itself by this contract, namely, the demands of Hughes and Hosking, so that in truth, when we look to the contract, so far from its being a contract for a loan of money necessary for the carrying on of the partnership, if any necessity at all existed, it was only a necessity to get money in order to meet the engagements of other people which it was beyond the power of the Managers of the Company to take upon themselves at all. Now, my Lords, I will turn next to the case of Lord Galway v. Mathew, in the tenth volume of East, page 264. "The authority of one partner to bind another by signing bills of exchange and promissory notes in their joint names, is only an implied authority, and may be rebutted by express previous notice to the party taking such security from one of them, that the other would not be liable for it. And this, though it were represented to the holder by the partner signing such security, that the money advanced on it was raised for the purpose of being applied to the payment of the partnership debts. This, my Lords, is an important authority for this purpose, that it was not the representations which were made to the Corporation, or their belief on those representations, as to what species of necessity existed, or as to the purpose to which this was to be applied, that can determine this question, because whatever representations may have been made, and whether true or untrue, the question is always one of authority, and the Manager's authority to bind the whole body by this loan, and, therefore, my Lords, it is important to see, that whatever representation may have been made, that will not give validity to the contract. And then, my Lords, the case proceeds, and though the greater part of it were in fact so applied. Nor can he recover against the other partner the amount of the sum so applied to the payment of the partnership debts." And now, my Lords, that was a strong case: I am not going to dispute that a good deal of this money was applied to the payment of the partnership debts—should not say to the partnership business because that had ceased immediately; the fact that they afterwards applied a considerable portion of it in respect of the partnership debts, would not make the contract binding on the rest of the Company, and on this very plain principle, it is not because a man, by a particular application of money, confers a benefit on me that he can therefore force on me a contract into which I have never entered. If there was no authority in these Directors to bind the whole Company by the contract into which they have entered, had they applied every shilling of it to the purposes of the partnership, they would not have bound the partnership, and upon that principle, that if there was no authority to bind them, to allow them by applying the money to the partnership purposes then to bind the whole partnership, would be like the case I put of any gentleman going to pay debts of mine and forcing upon me a contract into which I have never entered; the law will not allow any contract to be forced on a person who does not voluntarily enter into it. In this rare Lord Ellenborough observes—"The general authority of one partner to draw bills or promissory notes to charge another, is only an implied authority; and that implication was rebutted in this instance, by the notice given by Smithson, who is now sought to be charged, which reached the plaintiff, warning him that Mathew had no such authority." That applies to those parts of this case which relate to the deed; if the deed does not give this authority, and if there be no authority implied by law, and if the deed is such as to put an end to the application, to put an end to any power which might otherwise arise, as to their having any other power, then this case is an authority to show that he cannot enforce the loan. "It is not essential to a partnership that one partner should have power to draw bills and notes in the partnership form to charge the others; they may stipulate between themselves that it shall not be done, and if a third person, having notice of this, will take such a security from one of the partners, he shall not sue the others upon it, in breach of such stipulation, nor in defiance of a notice previously given to him by one of them, that he will not be liable for any bill or note signed by the others." Now, my Lords, the result therefore of that case is, to show that whatever authority these Directors possessed they derived from the deed. In this case; and inasmuch as the Corporation had knowledge of that deed, they had knowledge of what were the powers which under that deed the Directors possessed. If therefore under that deed the Directors, though they had power to receive money undoubtedly on deposit, to issue their notes as a Bank of Issue, and to lend money upon discount, if they had no power to borrow money in this way, and for these purposes, if that deed contains no such power, but that it is inconsistent with such power, then there being notice of it to the Corporation they cannot enforce the loan. Now, my Lords, I have now to entreat your Lordships' attention to a case of great importance as bearing upon the question which has been so much pressed upon your Lordships, as to the power to do what may become necessary, in one sense, upon a great emergency. The case of Hawtayne v. Bourne, in 7th Meeson and Welsby, page 597, the marginal note in that case is this—"The resident agent, appointed by the Directors of a Mining Company to manage the mine, has not an implied authority from the shareholders of the Company to borrow money upon their credit, in order to pay the arrears of wages due to the labourers in the mine, who have obtained warrants of distress upon the materials belonging to the mine, for the satisfaction of such arrears, nor in any other case of necessity, however pressing. Now, my Lords, this case is very important, not only in itself, but it has been recognised in other cases, and it shows this, that where there is a limited authority it is not for the agent who acts under that limited authority to yield to pressure, or to consider necessity; he must act within his authority, and he cannot go beyond it. My Lords, it is impossible to imagine a case of greater pressure than this, it appeared before Mr. Justice Maule at the Cornwall Assizes, that "The defendant, who resides at Liverpool, was the holder of one hundred shares in a Company established for the working of a mine, called the Trewolvas Mine, in the parish of St. Columb Major, Cornwall. The mine was managed by an agent, appointed by the Directors of the Company for that purpose, in March, 1839, in consequence of the shareholders not having paid up the calls regularly the concern fell into difficulties, and the agent, from want of funds, became unable to pay the labourers; a considerable number of whom, their wages being in arrears, applied to the magistrates and obtained warrants of distress upon the materials belonging to the mine. The agent, finding that these warrants were about to be put into execution, applied in the name of the Company, but, in fact, upon his own responsibility, and without the knowledge of the shareholders, to the St. Columb branch of the Western District Banking Company, for a loan of £400, for three months, which was advanced accordingly, and placed by the Bank to the credit of the Company, and out of it the arrears of wages were dissolved. To recover the balance of that sum the present action was brought." There was then evidence of a conversation with the defendant, on which it was sought to charge him particularly; but it was not left to the Jury, and it made no ingredient in the case. Now, your Lordships will see the Judge took much the same view which your Lordships seem now disposed to take of the authority of a managing partner of a Bank, arising from the necessity created by some great emergency.

Lord BROUGHAM—Was any distinction taken in that case of Hawhayne and Bourne, between a common ordinary agent and a partner?

Sir F. KELLY—No, my Lord; and I apprehend there cannot be any, because the partner becomes the agent of all the other partners; a partner acting for those who do not act, and he acts, as your Lordships will find in some of the cases—and it must be considered in all respects as if he acted under a special power of attorney. The learned Judge, in summing up, stated to the Jury, "That although under ordinary circumstances an agent could not, without express authority, borrow money in the name of his principal so as to bind him, yet if it became absolutely necessary to raise money in order to preserve the property of the principal, the law would imply an authority in the agent to do so, to the extent of that necessity; and he left it to the jury to say whether the pressure on the concern was such as to render the advance of this money a case of such necessity." And the jury, of course, found for the plaintiff. My Lords, upon a motion to set aside this verdict, the case was argued at the Bar, and various cases were cited, such as—"Where a poor person met with an accident, and was attended by the parish surgeon, the parish officer were held liable for the amount of the surgeon's bill, by reason of the necessity of the case—Lambe v. Bunce." And then the case was put—"Suppose a coach were to break down on its journey, would not the coachman have authority to hire another, on the credit of his employers, for the conveyance of the passengers to the end of the journey?" Now upon that Baron Parke observes—"The law provides for that which is common, not for that which is unusual; on that principle it is that the master of a ship has authority to charge his owners, because ships are ordinarily exposed to casualties. There was no evidence here that it was the usual course to borrow money for the use of the mine." Now I pray your Lordships attention to that for two purposes—first of all it goes to show that it is not an unusual emergency, but it is only a case which is usual, and in the ordinary course of business, for which the law provides, and out of which, therefore, an implied authority arises; but it goes also to show what I have ventured, and still must venture, to press upon your Lordships, and that is, that where a party in order to make out a cause action, has to contend that it is the usage of a particular trade to exercise certain authorities, and that from the nature of the trade it is necessary that these authorities should be exercised, it must be the subject of evidence; there was no evidence here that it was the usual course to borrow money for the use of the mine. Then, my Lords, another case is put, they put this case—"Suppose water had burst in upon the mine, and it became necessary for its preservation immediately to employ persons to clear it, would not the agent have had authority to obtain an advance of the money necessary for that purpose?" Then Baron Parke observes—"Suppose the bankers would not have advanced the money without a mortgage of the mine, would the agent have had authority to contract for a mortgage?" Let me say here, my Lords, suppose these Bankers, the Corporation, would not advance their money, not merely without a promissory note, but without an engagement to stop the Bank of issue and deposit, would they have authority to enter into it? It shows the danger of any excess of authority being recognised by law, because you have only to put a case of necessity, and you may bind a man to the extent of his utter destruction; you may bind him, according to some supposed necessity, and by a contract into which he never intended to enter. Here there was no evidence of any repudiation. It was argued upon, and the custom of merchants as to the drawing of a bill was alluded to; and Mr. Baron Parke observes—"That is by the custom of merchants." And then Mr. Baron Alderson says—"A party who draws a bill according to the custom of merchants knows that by that custom a party taking it up for honour has a claim upon him. He contracts on that footing." Then Mr. Baron Parke, at the conclusion of the argument, says—"After alluding to the facts of the case, there are two grounds on which it is said the defendant may be made responsible—first, on that of a special authority given to the agent to borrow money; and secondly, on the assumed principle that every owner who appointed an agent for the management of his property must be taken to have given him authority to borrow money in cases of absolute necessity. There certainly was in the present case some evidence"—that is, alluding to the evidence of the personal sanction of the defendant. Then as to the second ground, it appears that the learned Judge told the Jury that they might infer an authority in the agent, not only to conduct the general business of the mine, but also in cases of necessity to raise money for that purpose. I am not aware that any authority is to be found in our law to support this proposition. No such power exists, except in the cases alluded to in the argument of the master of a ship, and of the acceptor of a bill of exchange for the honour of the drawer. The latter derives its existence from the law of merchants, and in the former case the law, which generally provides for ordinary events, and not for cases which are of rare occurrence, considers how likely and frequent are accidents at sea, when it may be necessary, in order to have the vessel repaired, or to provide the means of continuing the voyage, to pledge the credit of her owners; and, therefore, it is that the law invests the master with power to raise money, and by an instrument of hypothecation to pledge the ship itself if necessary. If that case be analogous to this, it follows that the agent had power, not only to borrow money, but in the event of security being required, to mortgage the mine itself. The authority of a master of a ship rests upon the peculiar character of his office, and affords no analogy to the case of an ordinary agent." Mr. Baron Alderson also says—"There is no rule of law that an agent may, in case of emergency suddenly arising, raise money, and pledge the credit of his principals for its repayment; and even if it were so, in this instance there was ample time and opportunity for him to have applied to his principals. Several cases have been cited as analogous to the present, but they have been already satisfactorily distinguished by my brother Parke"—and his Lordship goes on further to distinguish between them. Now, my Lords, it is impossible to imagine a case of greater necessity, or a case which involved more of those matters of fact which can be supposed in reason to justify the exercise of an authority to borrow money. Here was in the first place the strongest case of necessity that could well be supposed to exist; here was a man having authority to manage a mine; it was clear that it could not be carried on without labourers being employed, and the labourers who had been employed had ceased to work, and issued warrants of distress against the mine itself, which prevented the carrying on of the business; and yet it was held that the party had no authority to meet that necessity by borrowing money on the credit of his principals. But, my Lords, the money so borrowed was honestly and faithfully applied for the benefit of the proprietors of the mine, by the payment of these demands on them, by the liberation of the mine from these distresses, and so to enable the mine to go on working; and yet the application of that money, clearly for the benefit of the mine, and clearly for the ordinary purposes of carrying on the business with which the agent was entrusted, did not itself sanction the lending, there being no authority to borrow. Now, my Lords, there is another case of Brown v. Byers, in 16th Meeson and Welsby, page 252—"By the Deed of Association of a Mining Company it was provided that the affairs of the Company should be managed by a committee of seven shareholders, called Managing Directors, and they were empowered at their meetings to vote by proxy; and B. was appointed the resident Director or Manager to superintend the mine and the local concerns thereof, hire workmen, provide machinery, &c., but subject to the instructions he might from time to time receive from the Managing Directors, to whom he was to transmit monthly accounts of the ore raised, wages paid, &c., and a full statement of all debts and liabilities due from the Company, with a proviso that he should not engage or expend the credit of the Company for any sum exceeding £50 in any one month, without the express authority in writing of three of the Managing Directors. Then it was "held that this Deed did not authorise B. to draw or accept bills of exchange in the name of the Company, even for the necessary purposes of the mine, without the express authority of the Managing Directors. Held also that the Managing Director who was represented at a meeting of the Directors by proxy was not bound by a resolution of the Directors present at such meeting, authorising the resident Director to accept bills for the Company." Now, my Lords, here is a case so far differing from the other though not in principle, that that was a case of mere agency without [illegible] is a case of [illegible] arising from partnership; here the management of the mine was for some purpose placed in some of the partners, of whom the plaintiff was one, and also a Board of Directors to conduct the affairs of the Company, and there, as in the prior case, there was also a case of necessity. Now here the person who was engaged in carrying on the mine, drew a bill of exchange for what the case seems to state to be the necessary purposes of the mine, and it was held in this case that although the bill was accepted, and the money was applied to what were called the necessary purposes of the undertaking, still there being no express authority, there was no implied authority in the party to accept that bill, and that it could not be conferred on the Directors, so as to be binding on any one dissentient shareholder. In this case the Attorney-General for the plaintiff alleged, "There was ample evidence to charge all these defendants as having expressly authorised the defendant Buyers, the local or resident Director of the mine, to accept the bills in question." Mr. Baron Parke says, "what evidence is there to fix the defendant James? He was not present at any meeting, but only appeared by proxy." The Attorney-General says, "the Deed enables the Managing Directors to attend and vote by proxy." Then Mr. Baron Parke says, "but only for purposes within the scope of the Deed, which this is not." Then it is alleged, "that is the question, the Deed provides that the local Directors shall not expend or engage the credit of the said Company for any sum exceeding £50 in any one month, without the express authority in writing of three of the Directors." Mr. Baron Parke says, "that is, he may engage the credit of the Company to the extent of £50 for the purposes of the mine." Then it is said, "surely then he is equally authorised to pledge the credit of the Company by borrowing £50, in order to pay the ordinary expenses of the mine, instead of letting every workman have a right of action against the Company for his wages. Besides he is to send in to the Company monthly statements of the debts and liabilities of the Company. That contemplates an authority on his part to impose debts and liabilities upon them. Could he not have bought goods for the mine on credit?" Now your Lordships will see that this case takes an important distinction which arises in the case now before your Lordships, between the power of doing any act which may be necessary for the carrying on of a particular undertaking, and the borrowing of money for that purpose. Here there was power to pledge the Company for the carrying on of the undertaking; he might therefore, perhaps have bought goods upon credit necessary for the purpose of the mine, he might of course employ the labours, and enter into other contracts for working the mine, but still it was held that he could not borrow money even for that purpose, and therefore may be well said here, that with regard to the Directors of this Bank they may do any act within the ordinary powers of a Banker for the purpose of carrying on the business; but it is a different thing to say that he may borrow money for that purpose, so as to charge the absent proprietors. Mr. Baron Parke says, "I am clearly of opinion, that the defendant Buyers was not authorised to pledge the credit of the Company by accepting bills of exchange without express authority. The liabilities spoken of in the Deed are those which relate to the price of goods supplied to the mine or the wages of the workmen. The point is quite settled by the recent cases. Then, there is no evidence of express authority to fix all the defendants, because the defendant James was not present at any meeting at which an authority to accept these bills was given or recognized, and therefore is not bound." Now Mr. Baron Rolfe also makes a very important observation in this case, he says, "there is an important distinction in this case, which ought to be strictly observed. A person who authorises the Manager of the mine to pledge his credit for the purposes of the mine gives him power to bind him, though absent. The authority, however, is a very limited one, and may be exercised without much danger of fraud or serious injury. But if we are to imply an authority to borrow money from a Banker, the Banker may advance 10 or £20,000, and the party may be utterly ruined." Now I pray your Lordships to apply that to the case here, there are distinct shareholders in London and the East Indies, and elsewhere, who authorise these Directors in Australia to use their property, and embark their credit for certain purposes, and to a certain extent, that is to receive money on deposit, to issue notes, to collect the capital, to expend it in discounting bills, when if the parties thus accommodated become insolvent they will lose the money, but if you add to that the power of borrowing money, the next is, what is to be the limit? For if Directors can borrow one sum they can borrow another, and in this case they have borrowed £150,000; are they to have authority by implication of law, a power of borrowing money, and the amount to be so borrowed being entirely unlimited? If I am answered thus, that if they have a power to borrow money it must be limited by the purpose which calls for the loan of money. I should still say that will not assist the plaintiffs in this case, because here the money which was thus borrowed was borrowed as the agreement shows, not to meet any present necessity, but it was borrowed for the purpose among other things of being applied to the discharge of liabilities which at that time did not press on the Company at all, which they had not at all incurred, namely, the liabilities of Hughes and Hosking, so that it really

must be taken, if an authority exists in
present case—it must be taken that there is
general authority to borrow money not
to any emergency, but for any purpose
may be absolutely unlawful in itself. The con-
sequence shows, as Mr. Baron Rolfe
"but if we are to imply an authority to bor-
row money from a Banker the Banker
advance 10 or £20,000, and the party
be utterly ruined." Now there was a
which I am obliged as it is not yet reported
the regular reports—

Sir S. LUSHINGTON—Then you
this money was not borrowed for the purpose
meeting their immediate liabilities; it
so to be stated on the face of the letter.

Sir F. KELLY—I have not drawn
Lordships' attention to this correspondence
which shows the
with
the law of the case, and citing authorities
but when the correspondence is brought
more fully under your Lordships' attention
than has been done by my learned friends
has preceded me, I think it will be found
the money was borrowed for the purpose of
articles of agreement, which are to be found
the Respondents' case, and are set forth
letter which I shall give your Lordships
date by and by, and which clearly
many other purposes besides those of the
diate payments of the Bank.

Sir S. LUSHINGTON—In a letter of the
February, 1843, it is there stated
purpose of meeting its immediate liabilities

Sir F. KELLY—Your Lordships will find
case must be taken upon the whole
agreement, and that the whole of the
ments is by no means contained in that
letter.

Sir S. LUSHINGTON—It is said here the
shall be converted into a Loan Company
I should like to hear whether you consider
as a part of the condition which the
tion have entered into, or whether it is
a part of the recital contained in the letter
mention that because it is not one of the
five conditions. It begins "shall be
on the following conditions." Now it is
mentioned in these five conditions.

Sir F. KELLY—I am not sure that
particular letter it is so stated, but I
your Lordships to suspend your judgment
to that letter, because that portion of the
dence which shows what the agreement
was, the general agreement has
brought under your Lordships' attention
is not contained in that letter
stipulation. I need not refer your Lordships
to those letters yet, I am afraid I shall have
go at some length into the correspondence
cause it is quite impossible that from those
letters you can understand what the agreement
really was, or what was done under it
my Lords, it will be found to be
this was an agreement by which
ation of this loan the Corporation
fact, the great benefit to them of the
of this Bank as a Bank of issue, and
deposit, and its conversion into a
Company; and that goes to the very
the case, because it goes to the purpose
which this particular part of the
namely, the lending of the money, the
to which the money was to be applied
was also one of the stipulations that the
pany were to incorporate the concern
Hughes and Hosking with their own
take upon themselves their liabilities
in truth this is a loan of £150,000, not
purpose exclusively of this Bank, but
a loan of £150,000 for whatever purpose
may think fit to apply it to, and
for the purpose of discharging the
which, upon this contract, they
upon themselves, of Hughes and Hosking
purpose totally foreign to the object of
dertaking. My Lords, I was about to
that there was also a case of Ricketts v.
not yet regularly reported, and I am obliged
cite it from the *Law Times*, the reports
which are furnished by barristers
Law Times of the 11th June, 1847, in the Court
of Common Pleas. The point held
"One co-adventurer in a mine, though
Manager of it, has no authority to bind
other co-adventurers for money borrowed
mining purposes, from the mere relation of
adventurers." It appeared in that case,
the action was brought "to recover from
defendants, two of the co-adventurers in
Wheal Providence Mining Company, the
of £3700 the balance of a Banking account
The Jury, upon the charge of the Judge,
a verdict for the defendant, and the case
before the Court upon a motion to set
that verdict, and the Lord Chief Justice
a deliberation of some time, gave the Judgment
of the Court, and after going through the
of the case, which were, that
partners in this undertaking, who
managing partners, and carrying it on
self, and the rest had in the course of the
nagement of the mine, opened a Banking
count and drawn upon the Bankers
purposes of the mine, and at last
drawn to the amount of £3700
Bankers brought this action against
other members of the company, to
advance. Now, after stating the facts
case, the Lord Chief Justice proceeds
objection is to the misdirection, first,
law on the part of the learned Judge
ly, to the finding of the Jury, as
the just and true effect of the evidence
the objection is to the learned Judge
that the defendants simply, and
of all other circumstances, were
their character of co-adventurers
for money borrowed by another co-
in other words, the being co-adventurer
not authorize another co-adventurer to
their credit for money borrowed.
fore, it is to be considered whether the
was correct, that one of several
in respect of his interest in the
matter, which is expressed in the
venturer, whether that gives him
borrow money."

Lord BROUGHAM—Who was the
Judge whose ruling was objected to?

Sir F. KELLY—I do not know
was at the Cornwall Assizes. This
Justice Wilde delivering the opinion
Common Pleas, that I am now
"What authority is it supposed
sented to the Court for holding that
venturer, simply by reason of his
gives authority to another co-adventurer
pledge his credit for money borrowed
general trading concern, all the
facie, are supposed to be actually
nagement of the concern; all
by implication, such authority
ners as is necessary for the conduct
cern, according to the usual course
therefore, in general trading
now the well established and
it is implied, that there is
extent, to bind by Bills of Exchange
for money borrowed, and
thorities; but that is in concerns,
their nature, all the partners may be
in the absence of all knowledge
trary, to be actually in the management
therefore actually vested with the
measured by what is usual and
the conduct of that concern. But in the
of co-adventurers in a mine, it
venturer supposed to have
authority, derived from the
means." Then his Lordship goes
largely into the general law, and
ceeds to advert to the case of Dickinson
Valpy, 10th Barnewall and Creswell, page
which I will take from the reference now
to it by Chief Justice Wilde. "In the case
Dickinson v. Valpy, 10th Barnewall and Cres-
well, 128, the question was, whether
adventurer was liable for bills of
or promissory notes drawn by one of the
rectors of the Company. There were
questions in that case, than simply the
authority to bind by bills of exchange
by a Director, but how is it treated by
one of the Judges? Lord Tenterden
"I am of opinion that the mere
of the defendant having become a
in a Mining Company does not
law, make him answerable for bills
accepted by those who took upon
to manage the concern. Now, Mr.
Bayly says—In order to establish the
dant's liability, it ought to have been
affirmatively on the part of the plaintiff
this was a Company in which the
were authorised to bind the other
by drawing and accepting bills. Now
that point, the only question
submitted to the Jury, was whether

SCHOOL OF INDUSTRY.

THE Committee of the Female School of Industry, beg to remind the friends and contributors to the institution that the annual fancy sale, in aid of its funds, will take place at the School-house, Macquarie-street, on Thursday, 25th May.

All contributions will be most thankfully received.

Macquarie-street. 7384

SYDNEY MARINE ASSURANCE OFFICE.

CONDUCTED ACCORDING TO THE USAGE AT LLOYD'S, UNDER THE DIRECTION OF A COMMITTEE OF UNDERWRITERS.

POLICIES underwritten at this Office daily, between the hours of ten and five, and completed immediately upon acceptation.

SAMUEL H. SMYTH,
2685 Lyon's Buildings, 567, George-street.

COMMERCIAL BANKING COMPANY OF SYDNEY.

IN conformity with a resolution of the Proprietors, passed this day, notice is hereby given, that a General Meeting of the Shareholders in this Bank will be held at the Royal Hotel, on Saturday, the 29th day of April, at 12 o'clock precisely, for the purpose of electing the first Directors and Auditors.

Candidates for the offices of Director are required to give notice to the Provisional Committee of their being candidates for such offices on or before the 20th instant.

JOHN LAMB,
Chairman.
Sydney, April 13. 7094

COMMERCIAL BANKING COMPANY OF SYDNEY.

NOTICE IS HEREBY GIVEN, that the undermentioned gentlemen have given the required notice of their being candidates for the offices of Directors of the above Bank, viz:—

William Bowman, Esq., M.C.,
John Henry Challis, Esq.,
Stuart Alexander Donaldson, Esq., M.C.,
John Lamb, Esq., M.C.,
Henry Watson Parker, Esq., M.C., 3
George Shorthouse Sharpe, Esq.,
Henry Gilbert Smith, Esq.

By order of the Provisional Committee,
EDWARD KNOX,
Secretary.
Sydney, April 22. 7095

No. 48-133.

Town Clerk's Office,
Sydney, 12th April, 1848.

HACKNEY CARRIAGE BY-LAWS.

NOTICE is hereby given, that the By-Laws for Licensing and Regulating Hackney Carriages, and the Owners and Drivers thereof, plying for hire within the City of Sydney, and within the distance of eight miles from the corporate limits of the said City, will come into operation on the 4th day of May next. Applications for Licenses will be received on and after the 24th instant, at that office, where forms of application, and all information respecting the By-Laws, may be obtained.

JOHN RAE,
7305 Town Clerk.

HACKNEY CARRIAGE BY-LAWS.

Town Clerk's Office,
Sydney, 28th April, 1848.

NOTICE is hereby given, that all persons who have applied for a license to be granted for a Hackney Carriage, Car, or Omnibus, to ply for hire within the City, or who have applied for a license to drive the same, are requested to attend at the Town Hall, York-street, on Monday next, the 1st proximo, at 12 o'clock, noon, when the Hackney Carriage Committee of the City Council, will be in attendance, for the purpose of examining the various Carriages, and determining on the claims of the various applicants for licenses. All parties who have not hitherto applied for licenses, and who are desirous of being licensed, are requested to make application for the same forthwith: any person plying for hire, with any Hackney Carriage, Car, or Omnibus, in the City of Sydney, or within the distance of eight miles thereof, after the 4th proximo, without being duly licensed by the City Council, will be liable to be fined, under and by virtue of the By-Laws, in such case made and provided.

JOHN RAE,
7381 Town Clerk.

CHLOROFORM.

MR. J. EMANUEL, Surgeon-Dentist, begs most respectfully to inform the public that he will be enabled to extract teeth by the aid of the inhalation of Chloroform. [illegible], experimental chemist, has signified his willingness to supply Mr. E. with the above requisite.

345, Black's Buildings,
Castlereagh-street North. 7069

AN Easy, Safe, and Successful Mode of curing DISEASES of the RECTUM, BLADDER, and URETHRA without cutting, caustic, or confinement.

Just Published, 8vo., Price 5s.

On Chronic and Local Diseases of the Mucous Passages, including Directions for the Treatment of Hemorrhoids (Piles), Fistulæ, Strictures, Obstructions, and other diseases to which the bladder and urethra are liable, by Dr. Bayes, late Surgeon to the West London Dispensary.

May be consulted daily. No. 7, Macdonald's Buildings, Hyde Park, Liverpool-street, next to Lyons's Terrace. 7139

SHEEP, CATTLE, AND STATIONS.

MR. STEWART, Veterinary Surgeon and Auctioneer, begs to announce that he is desirous of extending his business as agent for the sale and purchase of

STOCK AND STATIONS,

Either by special contract or by auction, and he respectfully solicits the patronage of his friends and the public.

Having had personal experience of squatting and squattages, and having correspondents in nearly all the squatting districts, he hopes he will be found able to conduct these sales in a business-like manner.

☞ Letters must be pre-paid. 7026

PETTY'S FAMILY HOTEL,

CHURCH HILL, SYDNEY.

MR. JOHN WILLIAMS begs leave to return his sincere thanks to those Families and Gentlemen who have so liberally supported him since his commencing in business at the above Establishment, especially those from the Moreton Bay and Hunter River districts.

Mr. W. further begs to express his regret, that the limited accommodation of his Establishment, has compelled so many Families and Gentlemen of first respectability to seek accommodation elsewhere. But, at the same time, feels equally grateful for their desire to patronise him. J. W. feels assured, that the quiet and regular order of his Establishment, combined with cleanliness, good attention, and its delightfully healthy situation, cannot fail to give the utmost satisfaction.

To meet the state of the times, J. W. is induced to lower his terms, which will be as moderate as possible. 6490

PORT PHILLIP AGENCY.—The undersigned intending in future to devote their time and energy to Ship and Commission Agency, at the solicitations of many of their friends, would intimate to the Inhabitants of the colony generally, that their services in the above capacity are now available, and that if unremitting attention to their interests, combined with prompt and regular remittances for business effected through them, will secure their esteem and support, they feel fully assured of their continued and extended favours.

H. W. MORTIMER AND SON.
Melbourne, September 1. 4866

MR. J. EMANUEL,

SURGEON DENTIST,

No. 345, CASTLEREAGH-STREET NORTH.

ARTIFICIAL TEETH fixed on a new principle, without giving any pain or extracting the stumps, from one to a complete set; Mr. E. having succeeded in hundreds of cases wherein others have failed.

Teeth and stumps extracted, by inhaling CHLOROFORM if required; teeth stopped with gold leaf, or Mr. E.'s cement. Teeth cleansed from tartar; instantaneous relief for the tooth-ache—one drop of this tincture applied with a small piece of wool into the cavity, will relieve the most acute tooth-ache; sold in bottles at 2s. 6d. each. Mr. E.'s diploma, also his specimens of artificial teeth, set in the best quality gold, (which is the only metal fit to wear,) on view daily, all other metals changing colour and destroying the sof palate.

At home from 9 A.M. till 6 P.M.

Observe the address — 345, Castlereagh-street North, seven doors from Hunter-street. 1266

THIS DAY IS PUBLISHED,

Price 1s.

"THE CLAIMS AND SUPREMACY OF THE SCRIPTURES AS THE RULE OF FAITH AND PRACTICE, APPLIED TO THE DOCTRINES OF THE CHURCH OF ROME." A Sermon preached in St. Thomas's Church, Willoughby, on Sunday, 27th February, 1848, (with an Appendix of Notes.) By the Rev. W. B. CLARKE, M.A. Printed at the repeated request of the congregation.

Sydney: W. and F. Ford; Colman and Piddington. 6470

NEW BOOKS,

EX SYDNEY AND JANE CATHERINE.

THE undersigned beg respectfully to invite the attention of the public to their consignments of valuable new books, by the late packets. The following are a selection only, the invoice being too lengthy for an advertisement:—

ALBERT SMITH'S Struggles and Adventures of Christopher Tadpole in search of a Name, a Relative, and a Wife, at Home and Abroad. 32 illustrations, by Leech, and portrait of the author.
THE GREATEST PLAGUE OF LIFE
PUNCH'S COMIC ALMANAC
Bunbury's Cape of Good Hope
Gilbert's History and Principles of Banking
The British Almanac (1848) and Companion
NOW AND THEN, a Tale, by Samuel Warren, Esq., author of Ten Thousand a Year
Jerrold's Disgrace of the Family
TALES AND POEMS, BY LORD BYRON, handsomely bound, with forty-six illustrations, engraved by Finden
Jerrold's Shilling Magazine, new volume
THE GOOD SHUNAMITE, uniform with the Sermon on the Mount. Illuminated, by Owen Jones; carved binding
THE PARABLES OF OUR LORD, illuminated, carved bindings
THE SERMON ON THE MOUNT, illuminated, carved binding
THE MIRACLES OF OUR SAVIOUR, illuminated carved binding
THE LADIES' POCKET BOOK FOR 1848
THE GENTLEMAN'S POCKET BOOK FOR 1848
PUNCH'S POCKET BOOK, 1848
Pickwick Papers, CHEAP EDITION
Keble's Sermons
Curiosities of Modern Travel
Howitt Child's Year Book
My own Annual, 1848
The Bachelor of the Albany
HAWBUCK GRANGE, on the Sporting Adventures of Thomas Scott, Esq., with eight Illustrations by Phiz
MARRYAT'S, CAPTAIN, Children of the New Forest, 2 vols.
Lang's, Dr., Phillipsland
——— Cooksland
THE CONVICT, by G. P. R. James, 3 vols., the latest of his novels
The Land we Live in, a Pictorial and Literary Sketch Book of the British Empire
Westgarth's Australia Felix, or a Historical and Descriptive Account of the Settlement of Port Phillip, including full particulars of the manners and condition of the Aboriginal Natives, with observations on Emigration, on the System of Transportation, and on Colonial Policy, with a large and beautifully coloured Map exhibiting the Pastoral or Squatting Stations of the Settlers, 8vo.
ORLANDINO, a New Work, by Miss Edgeworth
MIDSUMMER EVE, a Fairy Tale, by Mrs. S. C. Hall, with 300 Illustrations, by Maclise, Stanfield, Creswick, Landseer, &c.
HALL, (Mrs. S. C.) Drawing Room Table Book, comprising 24 highly finished Engravings, each page enriched with ornamental devices, elegantly bound
WILD FLOWERS and their KINDRED THOUGHTS, with illustrations of Flowers, illuminated by Owen Jones
The Court Kalendar, or Red Book for 1848
The Art Union Prize Annual
MOORE'S LALLA ROOKH, illustrated morocco, extra
GOLDSMITH'S POEMS, illustrated by the Etching Club, morocco extra
THOMSON'S SEASONS, illustrated by the Etching Club, morocco extra
The Christian Year, 12mo., cloth
Ditto ditto, small edition
Phillips (Sir Richard) Million of Facts
THE LEONORA OF BURGER
Moore's Melodies, morocco extra
Selden's Table Talk
PEEP OF DAY
LINE UPON LINE, 2 vols.
REDFORD ON BODY AND SOUL
Guizot's History of the English Revolution of 1688
MACAULAY'S LAYS OF ROME, illustrated
Boswell's Life of Johnson
Chamber's Information for the People, 2 vols., half-bound morocco
——— Cyclopædia of Literature, 2 vols.
——— Tracts in sets, vols. 1 to 20
——— People's Atlas.

COLMAN AND PIDDINGTON,
Booksellers, Stationers, and Bookbinders,
7076 George-street.

FRENCH STAY WAREHOUSE,

311, PITT-STREET, SYDNEY.

VICTOR PROTOIS begs to acquaint his friends and the public, that he has just opened a very choice selection of New Goods, adapted to the present season, comprising a variety of—

Jenny Lind plaids
Cashmeres, de laines
Printed flannel
Merinos, Orleans, Alpacas
Satins, watered silks, and Gros de Naples, and silk velvets of all colours
Also, a variety of evening dresses
Also, a variety of prints and ginghams
Damasks and dimity furniture
Calicoes, longcloths, Irish linen, and nursery diaper, linen and union huckabacks, Saxony and Welch flannels
A variety of French and English stays always on hand
Also, French and English boots and shoes
A large assortment of French and English perfumery.

N.B. Madame Protois begs to inform her customers and the ladies generally, that she receives their own material for making up as usual, and those who favour her with their orders, will find them attended to with punctuality and neatness.

Madame P. has received, in addition to her Stock of Millinery, a splendid supply of Head-dresses, consisting of—

Cordeler Coiffures
Coiffures Clotildo, gold and silver
Also, a beautiful assortment of Artificial Flowers
Bonnets and caps.

A Milliner, Dress, and Stay Maker, wanted. 7316

MUDGEE FLOUR STORES.—The proprietors of establishments in the Mudgee and Dubee districts, also settlers on the Big River and the Goulburn, can be supplied with GOOD SECONDS FLOUR at a very moderate price. Any communications addressed to the undersigned will be promptly attended to

J. GOOCH,
Mudgee.
N.B.—A large stock always on hand. 7045

EX EUPHRATES.

MRS. PERKINS begs to inform the ladies and the public generally, that she has received by the above vessel seven cases of goods, and that they have been marked on the same low scale as the general stock. This shipment comprises the following:—

An invoice of graduated buttons, ornaments, girdles, crape cord, daisies, black and coloured gimps and fringes, chin and chain gimp, tassels, white bonnet cord
An invoice of bobbin, Brussels, and wire ground net, satins, whisker blond, ribbon trimmings, cambric handkerchiefs, sewed muslin sleeves, ribbon glove bands, silver ditto, chineal neck ties.

Also,

French black gros de Nap.
White ditto
French black satinet
Coloured ditto
Drab ditto
White satin
Black ditto
Ditto ducape
Check wool shawls and scarfs
Book muslins
Swiss ditto
Tattalan ditto
Coronation robes
Tuck
Tuck embroidered
Tape cross embroidered robes
Tuck spiral ditto
Flat ditto ditto
Fancy ball dresses
Muslin de soie
4-4 5-4 gossamer
Plaid wool shawls
Bordered cachmere
Printed ditto
White Norwich shawls
Ditto long
Black ditto
Rich brocade silks
Stripe damask ditto
White areophane

Gloves in every variety, including gauntlets.

MRS. PERKINS,
7144 467, George-street.

NOVEL AND ATTRACTIVE IMPORTATION OF DRAPERY, SLOPS, &c.

HIGHLY IMPORTANT
TO
WHOLESALE AND RETAIL BUYERS,
OF EVERY CLASS IN THE COLONY.

(133) ONE HUNDRED AND THIRTY-THREE CASES AND BALES, IMPORTED BY THE EUPHRATES.

CHRISTOPHER NEWTON AND BROTHER have the pleasure to announce the receipt of a most splendid assortment of

NEW GOODS,

Of which (108) one hundred and eight cases and bales are goods purchased for Cash, and shipped by their English buyer, Mr. William Newton, of London, expressly to their own instructions; and the remaining (25) twenty-five cases are shipped (to order) by

MESSRS. S. W. SILVER AND CO.,

And selected purposely for the

BEE HIVE.

Without any exaggeration this may be said to be the

LARGEST SHIPMENT

ever received by any drapery house in the colony, the value of the goods imported being upwards of

£12,000.

C. N. and Brother respectfully inform their friends, that they will, in the course of a few days, lay before them a more elaborate description of these valuable additions to their stock; in the mean time they wish to state, that the whole must be sold with the utmost despatch, for the purpose of remitting, in order to secure another lot for the following season; and in compliance with their usual system the whole (which they are now busy opening) will be marked at a very small advance upon the genuine English invoice.

The following is a rough sketch of the new goods prior to the further particulars promised.

7 Cases woollens, comprising superfine black, blue, and invisible green broads; black and drab kerseymeres, plain and fancy doeskins
1 Bale superior pilot cloths
4 Cases silks, in black and coloured gros de Naples, satins, satinettes, checks, foulards, shawls, mantles, and scarfs
1 Bale blue, drab, and brown beavers
6 Cases hosiery, in white, black, and coloured cotton hose, brown and coloured socks, child's socks, lambswool and merino hose, vests, drawers, and pantaloons
1 Bale 8-4 white sheeting
5 Cases gloves, in ladies', gentlemen's, and children's—lace, silk, kid, cachemere, cotton, merino, and worsted
12 Cases black and coloured Orleans cloths, superior qualities
8 Cases alpacha cloths
6 Cases British and French merino, Coburgs, and coloured French merinos
8 Cases ribbons, plain and fancy sarsnet and satin, in bonnet styles and gauzes
14 Bales 8-4, 9-4 10-4, 11-4, 12-4, 13-4 superior blankets
6 Cases haberdashery, comprising sewing cottons, tapes, [illegible], bindings, thimbles, [illegible] trimmings, wire thread, [illegible] and in fact a general assortment of every article in the trade
1 Bale Welch flannel
8 Cases choice new styles, prints, chintzs, and small patterns
4 Cases shawls, in plain and bordered cachemere and Norwich filled shawls, turnovers, and fancy neck ties
8 Bales 11-4 New Zealand blankets; these are made expressly for the New Zealand trade, and are just the article required
2 Cases black and coloured silk velvets and silk plushes
3 Bales heavy Scotch twill, the make so generally prized
3 Bales Lancashire and Welsh flannels
3 Bales very superior longcloths for domestic use

Also,
From S. W. Silver and Co.'s

6 Cases black and blue frock coats
2 Cases gentlemen's fancy vests
3 Cases black and coloured trousers
2 Cases boys' ditto
4 Cases white shirts
4 Bales Scotch twill ditto
3 Bales pilot coats
1 Bale boys' ditto
1 Case white and coloured stays.

The Old Terms—
Cash and no Abatement. 7114

TO FAMILIES FURNISHING.

THE undersigned, who is about to commence extensive alterations in his premises, announces a LARGE REDUCTION IN THE PRICES OF HIS STOCK OF

FASHIONABLE AND WELL-SEASONED FURNITURE,

Comprehending every description of goods in the

CABINET AND UPHOLSTERY DEPARTMENTS,

And appropriate for the Drawing-room; the Boudoir; the Bed and Dressing-room; the Dining-room; and the Library or Office. Including every arrangement compatible with the economy of a

COMFORTABLE FAMILY RESIDENCE.

*** Attention is particularly requested to the large stock of INDIAN MATTING.

JOHN HILL, JUN.,
6018 No. 107, King-street.

EX SYDNEY, REGINALD HEBER, &c., &c.

THE undersigned has just received a fresh supply of GENUINE DRUGS, Chemicals, &c., comprising ZINCI VALERIANÆ, Quinine, CIT. TERRI et QUIN.E, Ammon Cit Ferri, Indian Pink Root, PHOSPHORUS LYCOPODIUM, East India and Alexandria Senna, Carbonate Soda, Cream Tartar, Tartaric and Oxalic Acids, Adhesive Plaster, PULV. JALAP and RHEI. Violet Powder. METCALFE'S celebrated HAIR and TOOTH Brushes. Superfine Ivory Small Tooth Combs, WHITE METAL and BRASS Patent ENEMA Apparatus, EYE and LEECH Glasses, LITMUS Papers Sulphuric, Muriatic, and Nitric Acids, CORROSIVE SUBLIMATE, BLUE STONE, BUTTER OF ANTIMONY, Arsenic, &c., &c., &c. BROWN'S CANTHARIDINE TISSUE, or BLISTERING PLASTER.

GENUINE HOLLOWAY'S PILLS AND OINTMENT.

A. FOSS,
Wholesale and Retail Chemist and Druggist,
7379 313, Pitt-street North.

VENTILATORS! VENTILATORS!

EX CHASELY.

B. MOUNTCASTLE hastens to inform the public that he has received as above a first-rate assortment of velvet-napped Ventilated Hats. Also, a large quantity of material of every description, by which he is enabled to manufacture beaver and French hats, of the finest quality and most fashionable shapes.

B. M. having made arrangements in London for a periodical supply of hats and materials, is now prepared to enter into contracts to supply dealers and the trade at prices which defy competition.

Plain and fancy cloth caps, cockades, livery, and commissariat lace, gold cord, &c.

French Hat Manufactory, 77, Market-street. 7001

FRENCH STAY WAREHOUSE,

311, PITT-STREET, SYDNEY.

VICTOR PROTOIS begs to inform the ladies of Sydney and its vicinity that he has just opened

One case of French Stays, plain and corded coutille, from 7s. to 20s.
One case of horschair petticoats, from 16s. upwards

A Milliner, Dress, and Stay-maker wanted; also, a young lady to attend in the shop.

N.B.—Stays being asked for on approbation —the measure of waist being sent, will be carefully attended to. 7315

COPPER,

EX SYDNEY, FROM LONDON.

NOW LANDING, and for sale—Sheathing plates, from 14 to 28 oz.

Apply to
7078 ROWAND, MACNAB, AND CO.

ADVANCE AUSTRALIA

ECONOMY AND COMFORT.

IT is now an admitted matter of Fact and not of speculation, that Gravely's Economical Cooking Apparatus exceeds any article for the purpose ever offered to the public in economy of fuel, in convenience for cooking, in cleanliness, in comfort to the cook, in despatch (supposing dinner to be wanted in a hurry), in safety, besides making cooking utensils last much longer than when used over a common fire.

To meet the wishes of all parties A. G. is now manufacturing his apparatus of six different sizes and qualities, suitable for all classes, from the peer to the peasant, suitable alike for the solitary pair, the large hotel or public institution; suitable for the citizen, or the resident in the far off interior.

Being manufactured on the premises, under his immediate superintendence, A. G. warrants the quality and workmanship of his apparatus, and urges the claims of an article purely colonial on those who wish to see the Land of their adoption "Go a-head."

ARTHUR GRAVELY,
Ironmonger and Manufacturer,
280, Pitt-street, Sydney.
November 13. 4077

FOR SALE, by the undersigned, a choice and extensive collection of Fruit Trees, Ornamental and Flowering Shrubs, Bulbous-rooted and other Flowering Plants, Garden Seeds, &c.

The fruit-bearing trees comprise eighteen varieties of Oranges, including the Lisbon Lemon, Lime, Shaddock, and Citron—all worked on Seedling Stocks; thirty varieties of Pears; twenty of the best known sorts of Apples; cuttings and rooted plants of twenty choice sorts of Dessert and Wine Grapes; seventeen sorts of Peaches and Nectarines; four of Apricots; ten varieties of Plums; five of Cherries; Purple and White Guava; Filbert; Pomegranate, Mulberry, French and American Olive; Almond, Loquat, Rose Apple; Bananas, and Custard Apple.

In the Ornamental and Flowering Plants will be found fifteen varieties of Camellias; six of Magnolias, and a large collection of Nerinus; Daphnes; Hibiscus; Gardenias; Erythimas; Buddleas; Myrtles; Viburnums; Bignonias; Passion Flower; Cypresses, and Arbor Vitæs; Glycines; and a choice variety of Deciduous and Ever-green Roses; forty varieties of Fuchsias; thirty of Cactus; Norfolk Island Pines, from one to six feet high: Agaleas, White and Purple; Euphorbias Chemonanthus Fragrans; Hoya Carnosa; Calecanthus; Grevilleas; Buginvillæ Spectablis; Sweet Bay, Portugal, English, and Bourbon Laurels.

The Bulbous-rooted plants comprise the choicest kinds of Hyacinths; Tulips; Gladiolus; Ixias; Sparaxis; and Ranunculus; Gesmerias; Gloxinias; Achimines; Tropæluras; Iris; Polyanthus; Tuberose; Ornithogulums; Clidanthus; Ferrareas; Amaryllus; Crinums; Crocus; Cyclamens; Lilies; fifty named varieties of Dahlias; with many others, too numerous for insertion.

The Garden Seeds include the following:—White Spanish and Globe Onion Seed, just arrived fresh from Hobart Town.

Fulham cabbage
Green Savoy ditto
Imperial ditto
Early York ditto
East Ham ditto
Red Dutch ditto
Battersea ditto
Early Downton ditto
Cauliflower
Red Turnip Radish
White ditto ditto
Long scarlet ditto
Black Spanish ditto
Broad Windsor bean

French kidney bean
Love apple
Egg plant
Brocoli
Lettuce, three varieties
Celery, red and white solid
Cress
Cucumber
Blue union pea
Early frame ditto
Brussels early prolific ditto
Water melon

Rhubarb and asparagus plants
Canary seed
Globe onions and Hobart Town potatoes.

All orders punctually attended to, and plants carefully packed, and sent to any part of the colony.

☞ Parties wishing to select their own plants can do so by applying at the Gardens, Surry Hills.

JOHN BAPTIST.
Sydney, April 14. 6586

FLOOR CLOTHS on sale at very reduced prices, at

A. LENEHAN'S,
6780 271, Castlereagh-street.

ON SALE BY THE UNDERSIGNED—

Tin plates, best brands, 1C, 1X, 2X, &c.
Shot lead, assorted sizes
Sperm and black oil
Linseed and boiled oil
Best quality white lead
Noble and Roll's varnishes
Turpentine, dry colours
Window glass, all sizes
Brass force and lead pumps
Ewbank's patent nails
Gold leaf, sheet zinc
Brushware, assorted.

W. S. FRIEND,
York-street,
3261 Opposite the Market.

TO COOPERS.

ELECTRO-BORACIC STEEL EDGE TOOLS.

DRAWING and Heading Knives, Adzes, Jiggers, &c., from W. Greaves and Sons

Truss Hoops, all sizes.

The undersigned has received a small lot of the above choice tools, which he offers to the trade at moderate prices.

T. G. LAWRENCE.
7893 Cooper, George-street.

VAN DIEMEN'S LAND OATS, CAPE BARLEY, AND LUCERNE SEED.

ON SALE,

500 BUSHELS Van Diemen's Land oats
200 Bushels Cape barley
Half ton lucerne seed

ALSO,

Clover, artificial grasses
Field peas, &c., &c.
20 Tons bran.

HENRY FERRIS,
Stores, Pitt-street, near Theatre,
Observe, down the Gateway.
April 24. 1472

FOR SALE, at the City Depôt.—

Bass's ale, in hogsheads
Allsopp's ale, in hogsheads
Islay whiskey
Cape wine, in pipes and halves
Brandy, rum, and gin.

HENRY FISHER,
City Depôt,
Corner of King and George streets
April 28. 7353

MARSALA WINE.—A fine batch, in hogsheads and quarters, now being landed from the Ennerdale, and branded—"Woodhouse and Co."

For sale in lots to suit purchasers.

Apply to
7079 ROWAND, MACNAB, AND CO.

ALE AND STOUT

ON SALE at the Stores of the undersigned.—Tennent's XXX Stout and Strong Ale, in draught and bottle.

ABRAM BRIERLEY,
Sussex-street.
April 14. 6550

THE undersigned begs to intimate to his customers and the public generally, that he has recommenced business at his old established Stores, King-street East, and hopes by strict attention to business, and giving good value for cash, to insure a continuance of that support he has for some years enjoyed.

JOSEPH W. BROWNE.
April 26. 7306

TO GROCERS, AND WHOLESALE BUYERS OF TEA AND SUGAR.

MR. CHARLES NEWTON

HAS for sale by Private Contract, at his Rooms, Pitt-street,

China sugars, various qualities
Manila ditto ditto ditto
Hysonskin and congou tea, various shipments.

TERMS:—

Under £50, cash; above £50, approved bills at three months. 4799

PRIME YORK HAMS.

ON SALE, at the stores of the undersigned, prime York Hams, just landed, in fine condition, in lots to suit purchasers.

SMITH, BROTHERS, AND CO.,
Sussex-street.
April 24. 7064

CANDLES,

JUST ASK AT YOUR GROCER'S FOR

ALLEN'S SUMMER MOULD CANDLES, and try if they are not superior to any other candle in the market, at 6d. per lb.

You will know them by their hard wax-like appearance and the absence of all bad *smell.*

W. B. ALLEN,
1862 Sussex-street

WEIGHED COALS!!!

H. R. WHITTELL finding his expectations fully realized in the kind and firm support received, desires sincerely to thank his friends, and to merit a continuance of the same will sell by

WEIGHT ONLY.

☞ Each bag is weighed separate, and warranted to contain 112 lbs. nett.

*** The carters are provided with steel-yards, to *weigh any bag* if required.

Orders dropped by post, immediately attended to

The quality of the HOUSE COAL is first rate.

Ships, steamers, mills, and manufactories, supplied at a minute's notice.

Brodie and Craig's Wharf,
7136 Bathurst-street.

ROLL BUTTERS.—The undersigned has on sale the celebrated Butter from

CAMDEN, AND
MACQUARIE FIELD.

Also, prime Wollongong, twice a-week, received by steamer.

THOMAS HEMMING,
7229 No. 3, Hunter-street.

PURE BRED MERINO RAMS.—For sale at Richlands, near Goulburn, and at Nangus, near Gundagai, thorough bred rams of unmixed Merino blood. Application to be made at Richlands, to George Martyr, Esq.; and at Nangus to Mr. James Macdonald, the superintendents at the respective stations.

JAS. AND WM. MACARTHUR
Camden, 6th March. 4248

FOR SALE.

2100 SHEEP, of a superior description, now running at Byron Plains, New England, on the Northern Road, consisting of—

835 Breeding ewes, chiefly young
225 Maiden ditto
250 Ewe lambs, of September last
600 Wethers, 18 months to 4 years
150 Wether lambs, of September last
30 Young rams, first season.

2100 or thereabouts.

These sheep are bred from the finest woolled rams that could be procured in the district, and will be warranted in every respect. Approved bills at 3, 6, and 9 months date from the 1st July next, will be taken for three fourths of the purchase money, up to which day the sheep will be kept for the purchaser, free of expense.

Apply to JOHN MATHER, Esq., Armidale; or to

WM. H. EDINGTON,
7204 Byron Plains, New England.

JAMES BARKER'S STORES, EAST MAITLAND

TO be disposed of, with immediate possession, the Lease and Stock-in-Trade, on very advantageous terms; the business a prosperous one, and the situation first-rate; with a good family house; the whole well adapted for any respectable person with moderate means, wishing to commence in a country store. 6662

WOOL, &c.—The undersigned is a Cash buyer of Wool; or will make liberal advances on WOOL or PRODUCE, consigned to his friends in England.

Wools re-packed and sorted.

THOMAS HOLT, JUN.
244 136, George-street South.

THE undersigned will purchase Wool, Tallow, and other Colonial Produce, or will make liberal Cash advance thereon, if consigned to Messrs. D. Cooper and Co., London.

COOPER AND HOLT,
Waterloo Warehouse.

WOOL AND SHEEPSKINS.—The undersigned will purchase for cash, washed and unwashed wool, and sheepskins, and will advance on consignments of wool to his friends in England.

ABRAM BRIERLEY,
6549 Sussex-street.

THE undersigned will make advances on wool, tallow, and other produce consigned to Mr. Robert How, London.

ROBERT HOW AND CO.,
9660 Lower George-street.

IN THE SUPREME COURT OF NEW SOUTH WALES.

CLARK IRVING, PLAINTIFF;
AND
JAMES PUCKLE, DEFENDANT.

WHEREAS an action has been commenced in this Court, at the suit of the above-named Clark Irving against the above-named James Puckle, to recover the sum of one hundred and sixty-eight pounds, for principal money, due to the said Clark Irving, as indorser of a promissory note made by the said James Puckle, for the payment of one hundred and sixty eight pounds, payable to the order of Walter Roxburg Kemble, at a day now passed, and by the said Walter Roxburg Kemble indorsed to the said Clark Irving, and it being alleged that the said James Puckle does not reside within the colony or its dependencies, a writ of foreign attachment has been issued, returnable on the twelfth day of May next, wherein George John Rogers, of George-street, Sydney, is garnishee: Notice is hereby given thereof, and that if at any time before final judgment in this action, the said James Puckle, or any person on his behalf, will give the security and notice, and file the appearance or plea required by the Act, intituled "An Act to consolidate and amend the laws relating to actions against persons absent from the colony, and against persons sued as joint contractors," the said attachment may be dissolved

Dated this twenty-sixth day of April, in the year of our Lord one thousand eight hundred and forty-eight.

R. J. WANT,
Plaintiff's Attorney,
7898 376, Pitt-street, Sydney.

NOTICE IS HEREBY GIVEN, that under the Act of Council, Victoria, No. 33, section 14, I, the undersigned, Edward Boyle, now residing at Bathurst, intend to apply to the Supreme Court of New South Wales on the tenth day of May next, or so soon after as I can be heard, for a certificate authorising me to practise as a conveyancer in this colony.

EDWARD BOYLE.
Dated this 4th day of April, 1848. 7262

NOTICE.—MR. C. NIGHTINGALE has been appointed collector of subscriptions to the Sydney Infirmary and Dispensary for the current year.

N. B.—Subscribers are informed that the collector's receipt will be sufficient.

THOMAS WOOLLEY,
Treasurer.
Sydney, April 27. 7800

NOTICE.—All persons found trespassing on my lands at Cooler, in the district of Bligh, with sheep or cattle, will be prosecuted, and the stock impounded.

Persons are peremptorily desired to keep the road.

NELSON S. LAWSON.
Prospect, April 10. 6402

CLARENCE RIVER.

CAUTION. — The undermentioned cheques drawn on the Bank of Australasia, but which have previously to be presented to Messrs. Donaldson and Co., are stopped payment, the undersigned having lost them, viz.—

	£	s.	d.
Rowland J. Trail, No. 830, favour W. Hubbard..	14	10	11
" " No. 814, favour John Campbell	14	6	10
" " No. 801, favour Edward Childs	14	13	7
ALSO, A CHEQUE,			
R. R. M'Kenzie, on the Bank of Australasia, favour of Robert Neil............	3	0	0

GEORGE WHEATLEY.
Mr. T. Hewitt's, Stores,
Clarence River, April 15. 7382

SMALL FARMS, ST. MARY'S, SOUTH CREEK.

TENDERS will be received by the undersigned till May 20th next, from persons desirous of leasing for seven years from 1st June next—

Two fifty acre farms on the Creek, cleared, being part of the fattening paddock.

Also,

About three hundred acres, other part of the fattening paddock.

And

One two hundred acre farm, now rented by Abraham Liddiard, for grazing for three years from 1st June next.

No rent required for the cultivation farms the first six months.

For further particulars apply to
JAMES ROBERTS.
Bank of Australia Buildings.
Letters to be pre-paid. 7896

BOTTOMRY.—Wanted, the sum of (£750) Seven Hundred and fifty Pounds for repairs and outfit the first-class brig Lady Margaret, now in progress, to be secured by a Bottomry Bond, payable in London, for which port she will load immediately after the carpenters' work is completed. Applications addressed to Captain Charles Mills, at the Office of the undersigned, will be attended to.

HENRY MOORE.
Miller's Point, April 26. 7212

WANTED for the country, a competent Governess. Apply to S., *Herald* office. 7319

SERVANTS WANTED.—A Laundress and Nurse. To competent persons of good character liberal wages will be given. Apply to Mrs. KELLIE, Pott's Point, Darlinghurst. 7338

WANTED, a man and his wife without incumbrance, for a country inn, the man to cook, and the woman as general house servant. Apply at the *Herald* Office. 7380

WANTED, to proceed to Twofold Bay, a married couple, without encumbrance, the woman as Cook and Laundress, the man as Out-door Servant. Apply to
7341 WM. WALKER AND CO.

DAIRYMAN WANTED.—He must thoroughly understand his business; Wages £30 per annum. Apply at Oldbury, near Berrima. 7888

WANTED, two Milkmen, three Men Cooks, seven Shepherds, and three Married Couples.

Also,
Several Female Servants.

J. FREDERICK JOHNSON,
General Agency Office,
7892 319, North Castlereagh-street.

WANTS EMPLOYMENT: A German Vine-dresser. Address, post-paid, to JOHN JUSTUS, Camden. 7301

FOUR POUNDS REWARD.—Stolen, from Mr. C. O'BRIEN'S Paddock, on the Murrumbidgee, on the night of the 13th April, a Black Pony, with a switch tail, four white feet, and a white face, branded H on near shoulder, Junder the saddle on the same side; the property of one of the shepherds on the establishment; supposed to have been taken in the direction of the Lachlan or Bathurst districts. Any person giving information to the recovery of the horse, shall receive the reward of Two Pounds; and by lodging the thief in one of Her Majesty's goals, shall receive the reward of Four Pounds.

All letters concerning the horse to be addressed to Mr. C. M'Laren, Murrumbidgee, by Yass, shall be immediately attended to.

7056 JOHN CUNNANE.

FIVE POUNDS REWARD.—Stolen from the Bark Huts Boiling Establishment:—A Cart Horse of the following description, about seventeen hands high; seven years old; colour, dirty brown; star on forehead; off hind fetlock white, and a little bent outwards; sand cracks in both the fore feet; white saddle marks; branded H on the shoulder; long tail, some of the hair rubbed off. Whoever will deliver the above Horse here, or to any responsible person, will receive £3 if strayed; and £5 if stolen: during the same night two saddles and a bridle were stolen from this establishment.

JOHN HAMILTON,
Bark Huts, April 24. 7197

TWO POUNDS REWARD.—The above reward will be given for the apprehension of Thomas Golden, who absconded from the hired service of Captain Macdonald. A warrant has been issued for his apprehension by the Tumut Bench:—

DESCRIPTION:—

Name, Thomas Golden
Native place, Ireland
Height, about 5 feet 9 inches
Hair, light brown
Eyes, light grey

He was formerly an assigned servant of Mr. C. O'Brien's, of Yass, and lately in the service of Mr. Thomas Howe.

CHAS. E. S. MACDONALD,
Bongongo, near Yass.
April 20. 7201

TO LET, that delightfully-situated and commodious family residence in Cumberland-street, lately occupied by Mrs. Watkins, and adjoining the residence of Mr. Sheriff Young. It is in excellent repair, and fit for immediate occupation. For particulars apply to

MR. JOHN MORRIS,
At the Albion Coal and Timber Wharf,
6844 Bottom of Market-street.

TO CAPITALISTS. — Balmain and City property for Sale, offering the best investment for capital.

A Mercantile establishment TO LET.

For particulars apply to
J. B. VILES,
Kent-street North.
Sydney, April 25. 7268

CENTRAL SITUATION.—To let, those premises, lately occupied by Mr. G. F. Poole, Druggist, No. 425, George-street, Sydney, opposite Messrs. Porter and Peek's. Enquire of Messrs. BOWEN and SON, saddlers; or to F. WILSON, Leitrim. 7268

HOUSE AND EXTENSIVE SHOP. —TO BE LET, for a term or otherwise, the premises No. 577, GEORGE-STREET, many years in the occupation of Mr. William Hebblewhite, now of Captain Birkenshaw, opposite the *Herald* Office.

Immediate possession can be had. Apply on the premises, or to the proprietor, Mr. T. Trood, Printer, King-street.

February 18. 3258

SOAP AND CANDLE MANUFACTORY AND PLANT, FAMILY RESIDENCE, WHARF, AND PREMISES.

TO BE LET, the Manufactory and Premises, Dixon-street, lately occupied by Mr. Stokes, together with the Plant and Fittings, ready for immediate occupation, and for carrying on, with no outlay for apparatus, an extensive business. Rent moderate.

Also, the commodious Family Residence, Dixon-street,

And the right in common to the Wharf.

The above Properties will be let together or separately. Apply to Mr. ROBERTS, Bank of Australia Buildings, George-street. 7214

TO LET, two Houses in the most healthy part of Sydney, situated in Victoria Terrace, Miller's Point. For particulars enquire on the premises. 6514

TO LET, at the Surry Hills, a Verandah Cottage, with four rooms, detached kitchen, and servants' room, a small garden, with an excellent well of water. Rent moderate. Apply to JOHN BAPTIST, Market Gardener.

April 14. 6553

THE "North Inn," corner of Parramatta and Great North Roads, to let. Possession can be given on the 1st July next. For terms, &c., apply at Mr. S. LYONS's Auction Mart, 567, George-street. 4654

FAMILY RESIDENCE, BALMAIN, —To be let, with immediate possession, the delightful and healthy premises just vacated by Captain Moriarty, situate in the best part of Balmain, containing entrance hall, dining, drawing, and thirteen other rooms, kitchen, store rooms, and servants' offices, cellars, well of excellent water, garden, orchard, paddock, stable, coachhouse, and replete with every comfort and convenience for a respectable family. For cards to view apply to Mr. ROBERTS, Estate Agent, Bank of Australia Buildings. 7216

THE MONTPELLIER ESTATE, NEAR PICTON,

Containing 1000 Acres, Fencing and Improvements.

TENDERS will be received by the undersigned from persons desirous of renting the above mentioned valuable farm, lately rented by Mr. Brennand.

JAMES ROBERTS.
7215 Bank of Australia Buildings.

ORDNANCE BUILDINGS TO LET AT LIVERPOOL.

Office of Ordnance,
Sydney, 24th April, 1848.

THE respective Officers of the Ordnance hereby give notice that Tenders will be received until Saturday, the 20th of May next, at noon, for letting on lease from the 1st of June next until the 30th September, 1850, on the terms and conditions hereinafter mentioned, the buildings, outhouses, and land situated in the town of Liverpool, lately occupied as Military Barracks, containing by admeasurement one rood and nine perches.

TERMS AND CONDITIONS.

The buildings and fences to be kept in repair by the tenants, and to be delivered over to the Ordnance Department at the expiration of the tenancy in a state equal to that in which they may be at the commencement of the lease, and the lessee is not to make any alterations in the buildings or fixtures without the consent, in writing of the respective Officers of Ordnance, alterations so made to be at the expense of the lessees

Should any of the buildings or premises be required for the public service at any time during the term for which the same may be leased, the lessee will give up possession thereof on the expiration of three calendar months after receiving a notice in writing to that effect from the respective Officers of Ordnance.

The rents which may become due on the 31st March, 30th June, 30th September, and 31 December, in each year, to be paid to the Ordnance Storekeeper, at his Office, in Sydney, within one month after the expiration of each of these periods.

In the event of a lessee becoming a bankrupt, or should apply for or take the benefit of the Insolvent Act, or of his doing or suffering any act which would subject the premises to be transferred by operation of law, the lease shall become void.

Parties tendering are to address the same to "the Respective Officers of Ordnance, Sydney," and to state the amount of rent per annum they may be willing to give, together with the names and address of two sureties, who will enter into a bond with the party tendering in the penal sum of £200 for the due payment of the rent and fulfillment of the terms of the lease.

The premises may be inspected on application to the person in charge, and further information may be obtained at the Ordnance Office in Sydney. 7150

Printed and Published by CHARLES KEMP *and* JOHN FAIRFAX, *at the Morning Herald Printing Office, Lower George-street, Sydney, New South Wales, Saturday, April 29, 1848.*

Supplement
TO THE
SYDNEY MORNING HERALD.

SATURDAY, APRIL 29, 1848.

STEAM TO MELBOURNE AND LAUNCESTON.

CALLING AT EDEN, TWOFOLD BAY.

THE Iron Steam-ship **SHAMROCK,** George Gilmore, Commander, will sail on MONDAY, 1st MAY, at five P.M.

NOTICE.—*The Shamrock will again leave Sydney for the above ports* ON THE 1ST JUNE, *and on her return will be laid up to receive new boilers; and will be ready to resume her regular monthly trips* ON THE 1ST SEPTEMBER.

JAMES PATERSON,
Secretary.
H. R. S. N. Co.'s Wharf. 6741

FOR PORT MACQUARIE.

THE packet schooner **MARY ANN** will leave the Union Wharf, on Tuesday next, the 4th May. For freight or passage apply to the Master, on board; or

WILLIAM DALTON,
7365 Prince-street.

FOR MELBOURNE DIRECT.

THE fine new clipper schooner **THETIS,** Captain Collings, will have quick despatch.

For freight or passage, having very superior accommodations, apply to

SHEPPARD AND ALGER,
6543 Packet Office, 470, George-street.

FOR MELBOURNE DIRECT,

FOR LIGHT FREIGHT AND PASSENGERS ONLY.

THE fine new schooner **PETREL,** Captain Gibson, having all her dead weight on board, clears at the Customs on Tuesday. For light freight or passage only, having excellent accommodation, apply to

SHEPPARD AND ALGER,
7133 Packet Office, 470, George-street.

FIRST VESSEL FOR HOBART TOWN.

THE BRIGANTINE **MUNFORD,** 156 tons, is now loading for the above port, and will sail with all possible dispatch. For freight or passage apply on board.

JOHN HAYLE,
Commander.
Kellie's Wharf, April 29. 7918

FOR HOBART TOWN,

THE fast-sailing new packet brig **EMMA,** 170 tons, R. F. Pockley, Commander,

Has first-rate accommodations for passengers; beds, bed linen, &c., are found on board; there is a separate cabin for ladies.

For freight or passage apply to

JOHN MACNAMARA,
Queen-street.
April 28. 7912

ONLY VESSEL FOR ADELAIDE.

THE fine fast-sailing Ship **MAZEPPA,** 164 tons burthen per register, John Mordaunt, master, has a considerable portion of cargo on board, and will have immediate despatch.

For freight, cabin, or steerage passage, apply to

HENRY MOORE.
Miller's Point, April 20. 6865

FOR ADELAIDE DIRECT.

A REGULAR TRADER.

THE well-known packet Brig **EMMA,** 135 tons register, Captain Osborne; will have quick despatch.

For freight or passage, having excellent accommodation, apply to

SHEPPARD AND ALGER,
6781 Packet Office, 470, George-street.

FOR ADELAIDE DIRECT.

THE noted clipper **PHANTOM,** 260 tons, Captain H. T. Fox, will have quick despatch for the above port. Her splendid accommodation for passengers. Apply to

SHEPPARD AND ALGER,
6914 Packet Office, 470, George-street.

ONLY VESSEL FOR AUCKLAND.

THE fine new Schooner **MINERVA,** 100 tons, Captain Birkenshaw, clears at the Customs on Monday. For freight or passage apply to

SHEPPARD AND ALGER,
6780 Packet Office, 470, George-street.

FOR LONDON DIRECT.

THE fine first-class barque **JANE CATHERINE,** William Wilson, commander, has a portion of her cargo engaged; and will meet with quick despatch.

For freight or passage apply to

TUCKER, LINGARD, AND CO.,
7051 421, George-street.

FOR AUCKLAND DIRECT.

THE fine fast-sailing teak-built barque **SWALLOW,** 313 tons burthen, W. D. Anderson, commander. Is now taking in cargo, and fitting up for conveyance of stock to Auckland, a considerable portion of which are engaged.

For freight, cabin or steerage passage, apply to HENRY MOORE.

Miller's Point, April 26.

The Swallow will proceed from New Zealand to Hongkong, and would therefore take cargo and passengers for that port also. 7321

FOR PORT NICHOLSON,

WITH IMMEDIATE DESPATCH.

THE fine (A1 for twelve years) Barque **ROBERT SYERS,** 400 tons, John Morrison, Commander, is now ready to take in cargo for the above port, and will meet with immediate despatch. For freight or passage, having very superior accommodation for cabin and intermediate passengers, apply to the Captain, on board, at Moore's Wharf; or

M. JOSEPH,
6793 390, George-street.

FOR CALCUTTA DIRECT.

TO SAIL WITH DISPATCH.

THE fine first-class ship **KELSO,** 567 tons, D. Roxburgh, commander, will take a limited number of good horses. Has excellent accommodation for passengers.

For freight or passage apply to the Captain on board, and

MICHAEL METCALFE,
7342 At the Custom House.

FOR CEYLON DIRECT.

THE fine fast-sailing A1 ship **EUPHRATES,** 700 tons register. This vessel presents a most favourable opportunity to parties desirous of *proceeding to England by the overland route*, and the cabin accommodations are of the best description Apply on board, to

JAMES MONRO,
Commander.
Campbell's Wharf, April 18. 6766

FOR LONDON DIRECT,

THE fine A1 teak-built ship **CITY OF POONAH,** belonging to Messrs. Green, Blackwall, C. Nelson, commander, will meet with prompt despatch. Has excellent accommodation for cabin and steerage passengers, and will carry an experienced surgeon.

For freight or passage apply to

BOYD AND CO.
Church-hill, March 25. 5288

FOR LONDON DIRECT.

THE A1 SHIP **MARMION,** 388 tons, Captain Fletcher, having the whole of her dead weight and a great portion of her light freight engaged.

For freight or passage apply to

GRIFFITHS, FANNING, AND CO.;
or, to
4779 RAMSAY AND CO.

FOR LONDON.

THE fast-sailing A1, ship, **CHASELEY,** 515 tons register, C. F. Aldrich, Commander, is now taking in cargo at Campbell's Wharf, and will have quick despatch.

Has good accommodation for cabin and steerage passengers. Apply to

FLOWER, SALTING, AND CO.;
OR TO
GILCHRIST AND ALEXANDER.
April 22. 7089

FOR LONDON.

THE A1 SHIP **CHINA,** 550 tons, Captain G. N. Livesay, has disengaged room for 300 bales of wool, also two poop cabins vacant, and accommodation for (8) eight steerage passengers. She will carry an experienced surgeon.

For freight or passage apply to Captain Livesay; or to

7148 SMITH AND CAMPBELL.

FOR LONDON.

POST OFFICE PACKET FOR MAY.

THE fast-sailing A1 barque **TROPIC,** 382 tons register, Charles Robertson, Commander.

Has the greater portion of her cargo on board, and will sail about 4th May.

Has good accommodation for passengers.

Apply to

FLOWER, SALTING, AND CO.;
OR, TO
GILCHRIST AND ALEXANDER.
April 22. 7088

FOR LONDON DIRECT.

TO SAIL ON THE 1ST OF MAY.

FOR PASSENGERS ONLY.

THE first-class ship **ST. VINCENT,** 630 tons, John Young, Commander, will be despatched on the 1st May. She has superior cabin accommodations. Apply to the Captain, or to

6524 BROWN AND CO.

FOR LONDON.

THE fine A1 Barque **JOSEPHINE,** H. Smith, commander, 310 tons register, having all her dead weight on board, will have quick despatch.

Her accommodations for passengers are excellent, and she has a spacious stern cabin well adapted for a family.

For freight of wool or passage money, apply on board, at Town's Wharf; to

COOPER AND HOLT; or, to
6410 LYALL, SCOTT, AND CO.

FOR FREIGHT OR CHARTER TO ANY PART OF THE WORLD.

THE FINE BRIG **CALYPSO,** Captain Lown, 120 tons burthen, lying at the Flour Company's Wharf, ready for sea.

Apply to

HENRY FISHER,
City Depôt,
Corner of King and George streets.
April 28. 7906

FOR LONDON.

THE FINE BARQUE **BLAIR,** A1, 333 tons, William Mordy, Commander, has the greater part of her cargo engaged, and will meet with immediate despatch. For freight or passage apply to the Captain, on board; to

F. EBSWORTH; or
J. B. METCALFE.
April 15. 6605

FOR FREIGHT OR CHARTER.

THE FINE A1 SHIP **KINGSTON,** 297 tons register, carries a very large cargo.

For further particulars apply to Captain Harwood, on board, at Moore's Wharf; or to

GEORGE THORNTON,
6124. Custom House.

NOVELTY.

FOR ONE WEEK ONLY:

ROYAL VICTORIA THEATRE.

ON MONDAY AND TUESDAY EVENING, MAY 1ST AND 2ND.

BEAUTIFUL SCIENTIFIC EXHIBITION OF DISSOLVING VIEWS.

POWERFUL OXY-HYDROGEN MICROSCOPE, AND NEWLY DISCOVERED OPTICAL INSTRUMENT,

THE CHROMATROPE.

MR. J. W. NEWLAND will exhibit his beautiful collection of Dissolving Views (as shown at the Polytechnic, Adelaide Gallery, &c.), powerful Oxy-hydrogen Microscope, and dazzling Chromatropes, by the aid of the celebrated

DRUMMOND LIGHT.

The apparatus is of the most splendid and costly description being on a scale of magnificence never before introduced in the colonies—calculated to blend instruction with amusement—to gratify the learned and unlearned—refresh the memory of the scholar—and afford the general auditor a magnificent display.

10,000 SQUARE FEET OF ILLUMINATED SCENERY.

Mr. J. P. Hydes, Congo Minstrel, and successful delineator of Negro Eccentricities, will make his first appearance in Sydney, and sing a variety of Ethiopian Melodies, with the Congo Bone Castinet accompaniment, interspersed with original conundrums, funnyicities, &c., illustrative of the Negro Life in Kentucky after "de labor ob de day."

Boxes may be secured on application to Mr. Wyatt, Victoria Hotel; and Mr. J. W. Newland Daguerrean Gallery, corner of King and George streets.

For particulars, see small bills. 7350

GRAND UNITED ORDER OF ODD FELLOWS.

THE Officers and Members of the Traveller's Home Lodge, No. 731, and the Victoria Lodge, No. 923, are requested to assemble at Host Menzies', Star Hotel, George-street, on Tuesday next, the 2nd May, for the purpose of proceeding to open a new Lodge proposed to be formed at the house of Mr. Thomas Baker, Woolloomooloo Inn, at seven o'clock precisely.

RICHARD CLARKE,
7913 Secretary.

NOTICE.—The undersigned begs to inform his numerous constituents, that his office has been removed to No. 12, Wentworth-place, Elizabeth-street. Bills discounted, and any amount of cash immediately advanced, on the deposit of plate and other collateral securities. Parties waited upon, and the utmost secrecy observed.

R. MURRY,
7942 Agent.

ST. PHILIP'S NEW CHURCH.

THE parishioners and other friends interested are respectfully invited to be present at the laying of the Foundation Stone of the above edifice, which will take place on Monday, the 1st May next, immediately after Divine Service.

The foundation stone will be laid by the Lord Bishop of Sydney.

Divine Service to commence at eleven o'clock, A.M.

By order of the Committee,
GEORGE TAYLOR,
Honorary Secretary.
Sydney, April 19. 7267

CONGREGATIONAL CHURCH,

PITT-STREET.

THE Rev. Dr. ROSS will preach his Monthly Discourse to the Young Tomorrow Evening,—service to commence at Seven o'clock.

Subject—"The importance of having a high standard of moral excellence." 7895

CONSECRATION OF ST. MARY'S CHURCH, BALMAIN.—The Parishioners of St. Mary's, and other friends of the Church, are respectfully informed that the ceremony of Consecration of the above-named Church will be performed by the Lord Bishop of Sydney, on TUESDAY next, the 2nd of May.

Divine Service to commence at 11 o'clock A.M. 7909

LECTURES ON THE PAPAL CLAIM OF JURISDICTION,

BY THE

REV. ROBERT ALLWOOD, B.A.,

(Minister of the Parish of St. James, Sydney.)

THE COMMITTEE of the Church of England Lay Association for New South Wales, most cordially agreeing with the Rev. and learned author of these Lectures, that the time has indeed arrived "when it seems necessary for the preservation of the truth, not only that the Clergy and the better instructed among the laity, but that every member of the Church of England should understand the true position of the Church, as regards the pretensions of the Bishop of Rome,"—beg to inform Churchmen in general, and others desirous of protesting for Catholic truth against Romish error, that a supply of these valuable Lectures has been procured, and may be had on application at the Rooms of the Association, 470, George-street.

Price, 7s. 6d.

CHARLES LOWE,
Hon. Sec.
Sydney, April 28. 7914

AUSTRALIAN DRAPERS' ASSISTANTS' ASSOCIATION.—Rooms having been taken for the purposes of the Association at Mr. Robinson's, 404, George-street, they will be open on Monday evening, May 1st, 1848, from seven until ten, when the members are requested to attend to receive their cards.

Gentlemen wishing to become members will please send their name and address, directed to the Secretary, at the Rooms of the Association.

By order of the Committee,
D. BELL,
7276 Hon. Sec.

PRIVATE DISCOUNTS.—Bills of Exchange and Promissory Notes, from £10 to £500, not having more than from three to six months to run, discounted on moderate terms, and *answers given in a few hours*.

Bills on England, or any of the NEIGHBOURING COLONIES, negotiated.

Money advanced to respectable tradesmen and others, and portions renewed, *if circumstances warrant it.*

Mortgages on landed or house property, either in the city or country, negotiated at current interest.

Bank stock and Mining Shares, purchased or sold.

JAMES W. BARRETT,
Share and Bill Broker.
Hunter-street, opposite the Union Bank.
7905

GOLD AND SILVER WATCHES. EIGHT-DAY OFFICE CLOCKS.

THE Undersigned respectfully call the attention of parties requiring Good watches and clocks, to a very superior assortment just received by them, consisting of gold hunting and open face, lever, horizontal, and vertical watches, with gold and enamelled dials, of a most modern and elegant appearance.

Silver hunting, and other watches, of the best construction.

Some of the best office dials ever imported, all of which they will sell at unprecedented low prices.

FLAVELLE AND BRUSH,
Opticians and Watchmakers,
7900 488, George street.

ELIGIBLE INVESTMENT.—To be let and entered upon immediately, a first-rate roadside Inn, doing a snug business; likewise a public-house, in one of the leading thoroughfares into Sydney; terms moderate. To save trouble, none but *principals* will be treated with. Apply to the undersigned, No. 12, Wentworth-place, between the hours of ten and two o'clock.

R. MURRY,
7941 Agent.

GOLD AND SILVER TRIMMINGS, AND ORNAMENTS.

Ex Sydney.

DAVID JONES AND CO. have this day opened a case of rich and elegant Tinsel Goods, comprising the following—

[illegible] inch to 2 inch gold and silver laces
[illegible] inch to 2 inch gold and silver fringes
[illegible] inch to 2 inch real gold ditto
Gold and silver fringes, mixed colours
Gold and silver cords, all sizes
Gold and silver tassels, ditto
Gold and silver tissues
Gold and silver head dresses
Gold and silver spangled scarfs
Gold and silver paper
&c., &c., &c.

George-street,
7921 Opposite the Post Office.

TO THE LADIES
CORSETS ELASTIQUES,

PAR BREVET D'INVENTION

Ex Sydney

DAVID JONES AND CO. have this day opened several cases of *very superior French Cotille and Jean Corsets,* including the now universally esteemed CORSET ELASTIQUE, to which they especially invite the attention of the Ladies of Sydney, and its environs.

Extract from the Ladies' Magazine:—

"The elasticity of these corsets is placed at the waist only, which it reduces about two inches more than the usual corsets; although the movements and the breathing are as free as if there was no corset on."

The contraction of the elasticity is not altered by the heat, but becomes stronger, and also softer.

These corsets are recommended to ladies of delicate health, and also to those in the habit of riding, dancing, &c.

George-street,
7922 Opposite the Post Office

IMPORTANT TO THE PUBLIC.

J. CURBY, Auctioneer and Appraiser, begs leave most respectfully, to inform the Public, that he intends holding Weekly Sales of Furniture and various description of goods, at his Sale Rooms, opposite the Police Office, George-street, Sydney, every Wednesday.

J. C. is prepared to remove any description of goods by a very superior Spring Van, intended for immediate sale at his Rooms, free of cost.

A Spring Van always kept for hire, for the removal of Pianofortes, and for the accommodation of families removing, either in town or country. 7920

DUBLIN HOUSE,

No. 455, George-street.

ON SALE at the above STORE—Earthenware, glassware, assorted show glasses, ornaments, post, foolscap, note, and wrapping papers; ink, tea, sugar, blacking, ladies' boots and shoes, drapery, slops, &c., as low as in any other house in the colony.

100 Reams of post paper, to be sold at 3s. 6d. per ream.

WOODS AND MEEHAN.
April 29. 7950

CAMDEN FRESH BUTTER.

THE undersigned reminds families and shipmasters that he is constantly supplied with Fresh and Salt Butter, from the choicest Camden and Illawarra Dairies, at from 6d. (sixpence) to 1s. (one shilling) per pound.

Also,

The best Teas in the Colony, at from 1s. (one shilling) to 2s. (two shillings) per pound
Fresh ground Coffee,—Dutch, English, and Colonial Cheese
Prime Bacon and Hams
With every article in the grocery and provision branch cheap,

At A. DAVY'S,
General Grocery and Provision Stores,
550, George-street,
7947 Opposite the Bank of Australasia.

FANCY COLOURED BORDER DOOR MATS.

JUST LANDED, a fresh supply of the best English rope, cocoa, and fancy coloured door mats

Bleached English clothes lines, American clothes pegs
Sash lines, garden lines, lay cord shop and seaming twine, brushware, hair brooms, carpet brooms, fancy black and gilt hearth brooms
Scrubbing brushes, horse brushes, shoe brushes, assorted hair brushes, black lead brushes, &c.

For Sale at
A. DAVY'S,
Family and Shipping General Grocery Warehouse,
550, George-street,
7948 Opposite the Bank of Australasia.

CAMDEN PARK FRESH BUTTER,

FROM THE CELEBRATED DAIRY OF MESSRS. M'ARTHUR.

THE Undersigned beg to intimate to families, hotel-keepers, and others, that they may be supplied with this superior roll butter, at their residences, regularly every week.

Also, he has just received one load of prime bacon, and a load of cheese, from Bathurst, as good as English.

On hand, a well selected stock of groceries of the first quality, at

360, George-street,
Opposite the Market,
7951 THOMAS JONES.

WHEAT AND FLOUR.—Van Dieman's Land Wheat and Flour, of superior quality, on Sale at the Stores of the undersigned.

JOHN MACNAMARA,
7911 Queen-street.

COALS.—50 to 60 tons of Coals wanted for the Munford. Will be taken on board as soon as alongside.

JOHN HAYLE.
Kellie's Wharf, 29th April. 7919

CATTLE AND STATION FOR SALE.

TO be Sold by private contract, a very superior mixed herd of about 600 head of Cattle, together with a first-rate run known as "Biggam," situated in Maneroo, having four miles frontage to the Snowy River, and well grassed in all seasons. There are several excellent creeks running through its centre, and it is capable of depasturing from 4 to 5000 sheep. There is also a good slabbed house, stockkeepers' huts, dairy, stable, and three enclosed paddocks fit for cultivation.

For terms, &c., apply to the proprietor, on the station; or to

JAMES W. BARRETT,
Hunter-street,
7904 Opposite the Union Bank.

TO BUILDERS.

PARTIES desirous of contracting for the whole or any portion of the works proposed to be executed at St. Patrick's Church, may examine the plans and specifications at the house of Mr. John Davis, Harrington-street, any day between ten and four o'clock.

Sealed tenders, endorsed, will be received at St. Mary's Presbytery, addressed to the Very Reverend the Vicar-General, on or before the 8th May; and Mr. Bell, the architect, will give any further information that may be required.

The acceptance of the lowest tender will be optional. 7283

ARCHITECTURAL DRAFTSMAN WANTED.

AN Architect and Surveyor, in extensive practice, in Melbourne, has a vacancy in his office for an Assistant. Apply (in the first instance) by letter, to X. L., care of Messrs. Colman and Piddington, Booksellers, George-street, Sydney.

Respectable references will be expected.
Melbourne, April 21. 7901

WANTED, a Butler and a House and Laundry Maid, in a small family. Apply at Petty's Hotel, between nine and ten o'clock. 7903

STRAY HORSES.

STRAYED into the paddocks of the undersigned—

A Bay Mare, black points, branded F.V under the saddle near side, with a foal a few weeks old unbranded.

A Bay Gelding, hind feet white, branded WT on near shoulder, large scars on the hind part of both thighs, and on the neck near the shoulder.

The owners may have them, on paying all expenses, by applying to the undersigned, at Myrtle Creek, near Picton.

7894 JOHN GRAY.

TO LET, for a term of years, the premises now occupied by Mr. George Evans, Rectifier, Pitt-street. Possession given on the tenth of August. Apply to Mr. Allan, Fort-street. 7927

PETERSHAM HOUSE.—To Let, Petersham House and out-offices, and paddocks (situate three miles from Sydney), with or without the bush land, and right of selling wood. Also to let—land on clearing leases. Apply at Mr. T. J. Fisher's Chambers, King-street and Elizabeth-street. 7925

TO LET, a Cottage suitable for a respectable family, containing six rooms, with a detached kitchen, coach-house, stables, &c., having a front garden, and pleasantly situated, No. 2, Challenger's-row, Chippendale. For particulars enquire on the premises. 7943

SALES BY AUCTION.

FOR THE BENEFIT OF WHOM IT MAY CONCERN,

EX REGINALD HEBER, MACFARLANE, MASTER, FROM LIVERPOOL,

Being damaged by sea water.

MR. R. FAWCETT

WILL sell by public auction, at his Commercial Sale Rooms, George-street,

This Day,
At 11 o'clock precisely,

HM
S Case 380.
12 5-feet German steel cross-cut saws
12 5½-feet ditto ditto
12 6-feet ditto ditto
12 6½-feet ditto ditto
All much damaged

HM
S Bag 389.
1 bag, 1 cwt., ⅝ inch cast headed shoe bills, slightly damaged

Terms—Cash. 7310

SLOPS AND DRAPERY.

(A MORNING SALE.)

MR. CHARLES NEWTON

Will sell by auction, at his Rooms, on
Wednesday Next, 3rd May,
At eleven o'clock,
Without reserve,

THIRTY-SEVEN packages of superior DRAPERY and SLOPS, as under:

Three cases superior stitched moleskin trousers
One ditto brown beaver coats
Two bales blue pilot coats
One case handsome satin vests
One ditto cashmere and shawl ditto
Two ditto blue navy caps
Two ditto handsome dark prints
Two ditto elegant de laine and cashmere dresses
One ditto rich black and coloured silks, satins, and satinettes
Five ditto small pattern plates
Two ditto white shirtings
Two bales 9-8 supers
One ditto 36-inch grey
Four cases Tuscan and Dunstable bonnets and hats
One case rich black and coloured silk velvet
One case black crapes
Three ditto ditto and coloured Orleans cloth
Two ditto ditto Coburg ditto
Two ditto drab winter shawls

The above Goods are now landing, and may be inspected previous to the sale.

Terms at Sale. 7292

WHEAT SIEVES, CUT TACKS, BUCKLES, &c.

MR. R. FAWCETT

WILL sell by public auction, at his Commercial Sale Rooms, George-street,

This Day.
At eleven o'clock precisely,

Three cases wheat sieves
One cask cut tacks
One case buckles, bits, &c. 7311

TWENTY-SEVEN PACKAGES OF DRAPERY GOODS.

JUST LANDED.

MR. R. FAWCETT

WILL sell by public auction, at his Commercial Sale Rooms, George-street,

On Tuesday, 2nd May,
At 11 o'clock precisely,

Three bales 40-inch heavy grey calicos
One ditto 36-inch ditto ditto
One case Irish linens
One ditto balzorine dresses
One ditto printed cashmere ditto
Two bales 36-inch white shirtings
One ditto ditto soft ditto family cloth
Two ditto 7-8 and 9-8 navy blue prints
Two cases figured and striped Orientals
One ditto rich black silk serges
One ditto 6-4 gala plaids
One ditto 3-4 ditto ditto shawls
Three ditto black and coloured Orleans
Four ditto ditto ditto Coburgs
One ditto fancy checked Orleans
One ditto rich mantles, shawls, and trimmings
One bale heavy cotton checks.

Terms at sale. 7312

CHARGERS AND TOWN HORSES.

10 MOST excellent HORSES, four years old, broken into saddle, and four of them to harness, will be sold by

MR. ARMSTRONG,
This Day,
At 12 o'clock,
At his Repository.

For inspection at the Stables early on Saturday morning, where they may be seen and tried. They are well worthy the inspection of gentlemen requiring really good nags. Grooms will be in attendance to show them out from 9 o'clock till the hour of sale. 7314

HORSES AND MARES.

DIRECT FROM THE BREEDER, AND NEVER BEEN OFFERED FOR SALE.

MR. ARMSTRONG will sell on SATURDAY, THIS DAY,
At 12 o'clock,
At his Repository,

20 Horses and Mares, 4 and 5 years old, fresh from the country, never been in any dealer's hands, nor offered at any auction.

This lot belong to a gentleman who has had them broken in to saddle, and some to both saddle and harness, expressly for sale. They are the produce of some excellent Mares, and got by the best Horses.

They will be in the yard of the Repository at 6 o'clock on Saturday morning, where gentlemen are requested to make an early inspection of them. 7313

This Morning.

SHOP FIXTURES, GAS FITTINGS, GLASS CASES, &c.

MR. W. G. MOORE

HAS received instructions from the proprietor, Mr. Reynolds, (who is removing to his new establishment) to sell,

This Morning,
At 11 o'clock,

On the premises, 171, Brickfield Hill, opposite Mr. Stewart's, Woolpack Inn,

A quantity of Shop Fittings, Shelves, Gas Fittings, Counter with six drawers, large Coffee Cannisters, Desk.

Also,

Two Shops with quantity of wood work, and a lot of general Sundries.

Terms—Cash. 7939

Saturday, 29th Instant.

ADELAIDE PRESSED HAY.

NOW LANDING, EX MEDWAY.

MR. LYONS

Will sell by auction, at Deloitte's Wharf, Miller's Point,
This Day, April 29th,
At 11 o'clock precisely,

109 TRUSSES Adelaide Pressed Hay, now landing, ex Medway.

Terms at sale. 7159

Monday, May 1.

FLOUR, CONGOU TEA, GROCERS' PAPER, SPUNYARN, DRAB CLOTH, FURNITURE, &c., &c.

MR. SAMUEL LYONS will sell by auction, at his Mart, on
Monday, 1st May,
At eleven o'clock,

About eight tons colonial flour
16 chests of congou tea
2 bales grocers' paper
Spunyarn, drab cloth, &c.

HOUSEHOLD FURNITURE,
Consisting of
Sofas, tables, chairs, wardrobes, &c., &c.

Terms at sale. 7325

Monday, May 1.

FINE FLAVOURED RUM, SHERRY, AND LONDON ALE AND PORTER.

MR. SAMUEL LYONS will sell by auction, at his Mart, on
Monday, 1st May,
At eleven o'clock,

10 Hogsheads fine flavoured rum
25 Ditto Barclay and Perkins's ale } sound
25 Ditto ditto ditto porter }
Very superior sherry, in pipes, hogsheads, and quarter-casks.

Terms at sale. 7323

Monday, 1st May.

WINDOW GLASS.

MR. SAMUEL LYONS

Will sell by auction, at his Mart,
On Monday, 1st May,
At 11 o'clock,

200 BOXES WINDOW GLASS, Assorted, from 10x8 to 16x12.

Terms at sale. 7324

TALLOW, BACON, HIDES, &c.

MR. J. RICKARDS will sell by public auction,
This Day, 29th April,
At half-past 11 precisely,
At the rear of his Premises, 456, George-street.

Ten puncheons beef tallow in first-rate shipping order
40 Hides
1 Ton bacon and hams, well cured.

Terms at sale. 7373

BACON AND HAMS.

MR. JOHN RICKARDS will sell by public auction, at the rear of his Premises, 456, George street,

This Day, Saturday,
At half-past eleven precisely,

One ton Bacon and Hams, of superior quality, cured from Dairy-fed pigs.

Terms at sale. 7926

DAY AND MARTIN'S PASTE BLACKING, BOYDELL'S TOBACCO, COTGREAVE'S LIQUID BLACKING, BENGAL TWINE, DRY COLOURS, SALMON.

TO GROCERS, STOREKEEPERS, AND OTHERS.

JOHN G. COHEN will sell by auction, at his Rooms, 490, George-street.

On Tuesday Next, May 2,
At 11 o'clock precisely,

4 Casks "Day and Martin's" paste blacking (warranted)
18 Casks "Cotgreave's" liquid blacking. 6d., 1s., 1s. 6d. bottles
3 Kegs Boydell's tobacco
8 Bales Bengal twine
4 Casks pickled salmon
2 Ditto dry colours, comprising—Pure blue, mineral green, orange lead, blue and green verditer, pumice stone, rose, pink, scarlet, crimson lakes, &c.

Terms at sale. 7377

CONTINUATION OF THURSDAY'S SALE.

JOHN G. COHEN will sell by auction, at his Rooms, 490, George-street,

On Tuesday Next, May 2,
At 11 o'clock precisely,

Tea trays, cutlery
Steel purses, pocket books
German silver snuffers and trays
Bread trays, snuffer stands, buttons
Dessert knives, caps, candlesticks, &c.

Terms at sale. 7376

COMPLETE CLOTH MANUFACTURING MACHINERY.

MR. EDWARD SALAMON is instructed to sell by auction, at his Rooms, George-street, on

Monday, May 1,
At 11 o'clock,
(Without reserve,)

A complete Cloth Manufacturing Machinery, consisting of—

1 36 inch 3 top worker Scribbler } By Price
1 24 inch carder } (complete)
1 200 inch spindle mull
1 Patent broad cloth cutter, by Lewis, with extra spirals
1 Twilley
2 New double box looms
1 New 60-spindle Billy
1 Warping bar, &c., complete
3 Sets worsted heddels
1 Dozen shuttles
A quantity of bobbins
1 Pair self acting temples
8 Ranges, for looms
1 12 qr. riddle
2 Gross colonial bobbins
8 Shuttle woods
4 Tin rollers
10 1 inch iron bound elm cases.

The above will be deliverable at O'Connell Town, where it at present is.

Terms at sale. 7924

BELFORD STUD.

EXTENSIVE AND WHOLLY UNRESERVED SALE.

MR. JEREMIAH LEDSAM has been honoured with instructions from R. B. Dawson, Esq., to sell by public auction, at the Elgin-street Sale Yards, contiguous to the Fitz Roy Hotel, West Maitland, on

Tuesday, 9th May, 1848.
At Twelve o'clock, noon,

The well-known high caste Arab "COMMISSIONER," imported per Orwell.
The high caste Arab "PHLEGETHON," imported per Wigrams.
The Coaching Stallion "ESSEX,"

AND,

40 Head of HORSES, as follows:—
6 Colts, 5 years off
8 Colts, 4 years off
20 Colts, 3 years off
6 Mares, from 3 years upwards
—
40

These horses are all either broken to saddle or harness, or handled and thoroughly quieted. Amongst them will be found horses fit for all purposes, as hacks, hunters, or for the carriage.

Mr. Ledsam respectfully invites the attention of gentlemen residing in Sydney, the upper and lower districts of the Hunter and Paterson, and the public generally, to this important and extensive Sale of high-bred horses from the "Belford Stud." They are admirably adapted for the colonial or foreign markets, and will be submitted to public competition on the 9th day of May next, at noon, wholly without reserve.

Terms—Cash.

Catalogues will be prepared and printed, and may be had of Mr. Ledsam, Elgin-street, West Maitland, or of Mr. Stewart, Veterinary Surgeon, Sydney. 7003

HORSES,
MARES,
DOG CART, &c.

MR. STEWART will sell by auction, at his Stables, in York-street,

THIS DAY,
At 11 o'clock,

42 HORSES, consisting of saddle and harness horses, mares, and colts

Also,

A new Whitechapel, or dog cart; a second-hand carriage harness; two or three saddles, one new, and London-made. 7945

TIGER.

MR. STEWART will sell by auction, at his Stables, in York-street,

THIS DAY,
At eleven o'clock,

TIGER, a very superior hack, fast, handsome, quiet, and sound. He is got by Theorem, out of a Satellite mare; and is well worth the attention of any one in want of a handsome and ready-made horse. 7944

HORSES.

MR. STEWART will sell by auction, at his Stables, in York-street,

THIS DAY,
At 11 o'clock,

21 HORSES.

These horses have just arrived from the interior, and have among them some active and powerful colts; most of them are broken to ride or to drive; and there are three fine large mares among them.

THE IMPORTED HORSE

NORFOLK HERO will be put up at twelve precisely. 7946

CATTLE AT CARCOAR.

MR. STEWART has received instructions to sell by auction, at his Rooms, in York-street, on

WEDNESDAY, 3RD MAY,

Certain cattle, said to muster about

500 HEAD,

Now running in the district of Carcoar, and forfeit to the Crown by the conviction of Thomas Peisley of felony.

Also,

At the same time and place there will be sold another lot of cattle, said to number about

100 HEAD,

Forfeit to the Crown by the conviction of Richard Duggan of felony.

Further particulars in a future advertisement. 6960

SATURDAY'S SALE.

MR. STUBBS will sell by auction, at the Mart, King-street,

THIS DAY, SATURDAY, APRIL 29,
At 11 o'clock precisely,

An excellent assortment of superior furniture, consisting of—

Brussels carpets, 17 x 14, card tables, sideboards, one elegant escrutoire, with superb internal fittings, cheffonier, dining tables, chimney glasses, 42 x 24, and 42 x 22, horse-hair mattrasses, bedsteads, chairs, tables, oil paintings, drawings in frame, music stool, toilet glasses, &c.

And

40 Beautiful Engravings of Characters from Shakespeare's Plays, in neat frames

Also,

Dressed pigskins, tweeds, moleskin, and a quantity of wearing apparel.

After which,

6 Panel cedar doors 6 feet 6 inches, by 2 feet 10 inches

6 Ditto ditto, 6 feet by 2 feet 10 inches.

Terms at sale. 7917

HORSES, GIGS, HARNESS, &c.

THIS DAY, SATURDAY, 29TH APRIL.

MR. STUBBS will sell by auction, at the Mart, King-street,

THIS DAY, SATURDAY, 29TH APRIL,
At 11 o'clock precisely,

One excellent gig, with horse and harness
One new gig
One cart and harness
A quantity of wrought iron ploughshares
One excellent kitchen range
One copper plate printing press.

Terms at sale. 7916

---

20 BEAUTIFUL SPRINGERS.

TO MILKMEN, COW DEALERS, AND EXPORTERS TO NEW ZEALAND.

TO BE SOLD BY PUBLIC AUCTION,
BY MR. STUBBS,
THIS DAY, SATURDAY, 29TH APRIL,
AT THE CATTLE MARKET,
At half-past 1 o'clock precisely,
WITHOUT RESERVE,

TWENTY picked milch Cows, springers, from the celebrated milking herds of Mr. M'Leay, and all in calf to thorough-bred bulls.

☞ All broken to milk without their calves, and perfectly quiet.

Terms—Cash.

N.B.—Passenger ships proceeding to India or England would find one of these cows a great auxiliary to the comforts of the cabin. 7287

A FIRST RATE OPPORTUNITY

FOR

AGRICULTURISTS AND SMALL FARMERS,

203 ACRES OF LAND,

IN THE FERTILE DISTRICT OF JERRY'S PLAINS.

MR. STUBBS is instructed by the proprietor to sell by public auction, at the Mart, King-street,

ON WEDNESDAY, THE 3RD MAY,
IN ONE LOT,

A Grant of Land of 100 acres, and an adjoining purchase of 103 acres, at Jerry's Plains, County of Hunter, Parish of Wambo.

The whole is stumped and cleared; 180 acres fenced into paddocks of forty to fifty acres, with a substantial four-railed fence.

Quit Rent Redeemed.

And will be knocked down to the highest bidder.

Terms liberal. 7351

MOST EXTENSIVE AND VALUABLE INCOME PROPERTY.

FOR SALE,

In consequence of the Proprietor's departure for England,

Lot 1. The Rose Inn, producing £150 per annum. } Town of Yass.
2. The Fitz Roy Inn, producing £120 per annum. } Town of Yass.
3. The Star Inn, producing £50 per annum, Ready Creek.
4. A verandah Cottage, £30 per annum, Yass.
5. Allotment No. 12 section 16, Yass.
6. Allotment No. 13 section 16, Yass.
7. Allotment No. 17 section 17, Yass.
8. Allotment No. 1 section 4, Goulburn
9. Allotment No. 2 section 4, Goulburn
10. Allotment No. 1 section 16, Bowning
11, 12, and 13. Allotments Nos. 2, 3, and 4, section 16, Bowning
14. Allotment No. 2, section 7, Gundagai
15. Allotment No. 3, section 7, Gundagai
16 and 17. Allotments Nos. 4 and 5, section 7, Gundagai

Terms most Liberal, viz:—

25 per cent. cash deposit
25 per cent. at 12 months, without interest
50 per cent. can remain at 8 per cent. during the pleasure of the purchaser.

MR. STUBBS is favoured with instructions by the proprietor, previous to his departure for England, to sell by public auction, at the Mart, King-street, on

WEDNESDAY, 3RD DAY OF MAY,
At twelve o'clock precisely,

The whole of the above mentioned

INCOME PROPERTY,

Yielding £350 per annum.

FURTHER PARTICULARS OF LOTS 1, 2, 3, AND 4.

Of LOT 1.

The "ROSE INN," comes recommended to capitalists as being a sound substantial income property, brick built, and contains ten excellent rooms, underground cellar, a brick store in the rear, stone-built kitchen with three rooms, ten-stall flagged stable, loft, coach house—"driving" a great ready money trade, and now let to Mr. Henry Hart at £150 per annum.

Of LOT 2.

A substantial brick-built house, now in full trade, and known as

"THE FITZ ROY INN,"

containing ten fine commodious rooms and underground cellar, kitchen, extensive stabling sheds, and now let to Mr. Daniel Murray at £120 per annum, whose prospects are as flattering as those of his predecessors, and who accumulated a handsome fortune in four years, it is situated in Comer-street, and covers an acre of ground.

No. 3

Is a brick-built house at "Reedy Creek," about thirty miles beyond Yass, on the Port Phillip Road, known as

"THE STAR INN,"

containing ten (10) rooms, and at present let to Mr. Gregory Fitzgerald at £50 per annum—kitchen, brick-built stables for eight horses, and promising every requisite for the government and comfort of a large business.

No. 4.

A verandah Cottage, situate in the town of Yass, containing four rooms and stone-built kitchen, stabling, outhouses, and everything complete for rendering it retired and comfortable as a private residence. It is now occupied by Mr. Solicitor Allman at a rental of £30 per annum—corner of Rossi-street, two acres, all fenced in.

☞ A brighter opening for the purchase of a sound income never presented itself to the public. 6691

TO GENTLEMEN OF CAPITAL AND WHO ARE DESIROUS OF PURCHASING

900 TO 1000 HEAD CATTLE,

CONSISTING OF BULLOCKS, COWS, HEIFER AND STEERS, ROLLING FAT,

WITH THE PRINCE OF STATIONS ALONG WITH THEM,

KNOWN AS

BOGIWONG.

TO BE SOLD BY PUBLIC AUCTION,
BY MR. STUBBS,
ON FRIDAY, THE 12TH DAY OF MAY,
WITHOUT RESERVE,
At the Mart, King-street, at twelve o'clock precisely,
By order of the Proprietor.

900 TO 1000 HEAD OF CATTLE, with the BOGIWONG STATION given in, and well known to have produced the fattest cattle ever sent to the Sydney Market.

The Cattle are of a very superior quiet breed, all rolling fat, and a large proportion fit to boil down.

Of the Station—It is the celebrated fattening station BOGIWONG, being the lower station of the Castlereagh, combining the splendid Myall pasture of that river, with secure water both front and back, ten miles frontage.

Note.—Parties who have really made up their minds to buy such a property, are invited to attend the sale, especially as they find that their calculations will be responded to by the hammer of the auctioneer.

Terms—25 per cent. cash deposit, and the residue at three and six months without interest. 7152

ON ACCOUNT AND RISK OF THE FORMER PURCHASER,

Mr. William Wicks, Sussex-street.

FOUR-OARED GIG DOLPHIN. ONE BALE WOOL.

MR. MORT

Will sell by public auction, in the yard, at the rear of his Rooms, George-street,

THIS DAY, 29TH APRIL,
At 12 o'clock,

THE Four-oared Racing Gig DOLPHIN

One bale wool.

Purchased at auction sale on the 15th instant.

Terms—Cash. 7934

AN ABSOLUTE SALE
OF
TWO EXCELLENT FAMILY RESIDENCES.

SITUATE IN HYDE PARK,

NOW IN THE OCCUPATION OF RESPECTABLE TENANTS,

Offering a rare opportunity for gentlemen wishing to obtain a profitable investment of capital.

Together with,

A VALUABLE PLOT OF BUILDING LAND,

AT THE CORNER OF ELIZABETH AND BATHURST STREETS, SYDNEY.

MR. STUBBS has received instructions from the agents of Deputy Assistant Commissary-General Connell

TO SELL BY PUBLIC AUCTION,
At his Mart, King-street.
ON TUESDAY, 23RD MAY,
At 12 o'clock precisely,

All those two very handsome and well-arranged family residences, situate at the corner of Elizabeth and Bathurst streets, Sydney, the one having a neat balcony on the second floor—the other of more extended accommodation, as will be more fully detailed at the sale

From the uniform occupation of these elegant town houses by persons of respectability, Mr. Stubbs deems it inexpedient to say more than to assure the rich capitalist of Sydney, or the wealthy flockmaster in the country, that it is rarely, and very seldom indeed, that such an opportunity offers to secure the purchase of so splendid a property.

Another of its distinguishing advantages is, that it enjoys the fine open area of Hyde Park—at all times agreeable and favourable to health, with views the most varied and beautiful, and extending from Lyons's and Burdekin's buildings, St. Mary's, the Domain, and Woolloomooloo, &c., to the Heads.

Terms liberal, made known at the sale. 7940

BACON, HAMS, AND LARD.

MR. MORT

Will sell by public auction, at his Rooms, George-street,

THIS DAY, 29TH APRIL,
At half-past 11 o'clock,

HALF TON BACON AND HAMS

1 Cask Lard.

Terms—Cash. 7931

SATURDAY'S USUAL PRODUCE SALE.

WOOL, TALLOW, HIDES, AND SHEEPSKINS.

MR. MORT

Will sell by public auction, in the Wool Store, at the rear of his Rooms, George-street,

THIS DAY, 29TH APRIL,
At 12 o'clock.

78 BALES FLEECE WOOL,
5 Tons mutton tallow, Hamilton's brand
10 Tons beef tallow, "C, and J. Warne."
181 Salted Hides
879 Sheepskins.

Terms—Cash. 7936

ALE AND WINE.
SUGAR.
KANGAROO SKINS.
PATENT WATERPROOF INDIA-RUBBER DRAY COVERS.

TO CLOSE CONSIGNMENTS.

By order of W. C. Botts, Esq.

MR. MORT

HAS been favoured with instructions from W. C. Botts, Esq., to sell by auction,

AT HIS WHARF, DARLING HARBOUR,
ON WEDNESDAY, 3RD MAY,
At half-past 11 o'clock,

23 Barrels Bass's ale, Nos. 2 and 3, ex Herald
24 Casks Marzetti's ale

Also,

4 Hogsheads } Claret.
2 Quarter-casks } Claret.
4 Pipes } Vidonia
5 Hogsheads } Vidonia
5 Quarter-casks sherry
4 Cases ditto, 7 dozen each

Also,

120 Dozen Superior Dressed KANGAROO SKINS

Also,

18 Tons GROCERS' SUGAR

Also,

60 Patent India-rubber dray covers, assorted sizes.

Terms at sale. 7937

FOR POSITIVE SALE!

58 Pipes CAPE WINE
116 Half-pipes ditto
30 Quarter-pipes ditto
18 Half-pipes PONTAC
17 Quarter-pipes ditto.

MR. MORT

HAS received instructions from Messrs. J. and J. Levick, to sell Without the slightest reserve whatever, at the Stores of A. Kellie, Esq., Queen's Wharf,

The above-named wines, duty paid.

☞ Mr Mort's instructions are, to sell the wines *without any reserve*, the sale is therefore particularly worthy the attention of the trade, storekeepers, innkeepers and the public.

Terms at sale. 7933

SPLENDID MARINE PAINTINGS,

RICHLY FRAMED, AND IN EXCELLENT ORDER.

HANDSOMELY FRAMED ENGRAVINGS.

BUST OF SHAKSPERE.

MR. MORT

Will sell by public auction, at his Rooms, on

TUESDAY, 2ND MAY,
At twelve o'clock precisely,

TWO fine Marine Paintings, richly framed, and in first-rate order—

One representing an English Convoy off Dover, by Walters
One a fine Dutch Painting
Several framed Engravings.
Bust of Shakspere.

Terms—Cash. 7932

TO SHIPWRIGHTS AND BOAT BUILDERS.

250 HONEYSUCKLE AND MANGROVE KNEE LOGS, OF VARIOUS SIZES.

MR. STUBBS will sell by public auction,

THIS DAY, SATURDAY, APRIL 29,
At the Mart, King-street,
At 11 o'clock precisely,

250 Sound Honeysuckle and Mangrove Knee Logs, of sizes—in lots to suit purchasers.

Terms at sale, 7915

FAMILY CARRIAGE, AND DOUBLE-BODIED PHAETON, HORSE, AND HARNESS.

MR. MORT

Will sell by public auction, at his Rooms, George-street,

THIS DAY, 29TH APRIL,
At twelve o'clock,

A VERY Excellent Hooded Family Carriage.

A handsome double-bodied phaeton, with bay horse, and harness, complete.

Terms—Cash. 7935

UNRESERVED AND MOST IMPORTANT BOOK SALE.
3000 VOLUMES

OF BOOKS, JUST LANDED, EX ROBERT SYERS, FROM LONDON.

MR. MORT

Will sell by public auction, at his Rooms, George-street,

ON TUESDAY, 2ND MAY,
At half-past 10 o'clock precisely,

3000 VOLUMES of New, Standard, and elegantly bound works, amongst which are—

Shakespere's Works, Scott's Works, Martin's British Colonies, Jamison's Social Life in Germany, M'Farlane's Indian Empire, Life and Speeches of O'Connell, Statesmen of the time of George III., Tudor's Mexico, M'Farlane's French Revolution, M'Nevin's Eminent Irishmen, Drs. Liston, Little, and Brodie's Works; Russell's Modern Europe, Bob Norberry, The Commissioner, Harry Lorrequer, Raby Ratler, George St. George Julian, Heads of the People, Jack Hinton, Arthur O'Leary, Floreston, Penny Magazine, new series; Mirror, America and the West Indies, Windsor Castle, Dr. Chalmer's Works, Gibbon's Miscellaneous Works, Robinson Crusoe, Life of a Lawyer, Laird of Logan, Matilda, Mysteries of Paris, St. Patrick's Eve, The Battle of Life, The United Irishmen, Court of Queen Anne, Pickwick Abroad, Seymour's Sketches, Gil Blas, Asmodeus, Barnes on Job, Barnes on Corinthians, Barnes on the Gospels, Lives of the Saints, Christian's Library, Lawyer in Love, Peter Parley's Keepsake, Miss Martineau's Tales, Burns' Works, Homer's Works, The Decameron, The Amulet, Gulliver's Travels, Telemachus, Comic Miscellany, Hood's Whims and Oddities, Book of Geology, Juvenile Anecdotes, Juvenile Pianist, Massinger's Works, Novelist's Library, The Crusader's Son, Cabul and Punjab, Thompson's British History, Sotherby's Poems, Hawker's Morning Portion, Jenk's Devotions, Bogatzky's Golden Treasury, Mudie's Moral Man, Lady Blessington's Victim of Society, Forget me Nots, Story Books and Annuals.

ALSO,

Lira Harmonica, elegantly bound—Waltzes, songs, ballads, &c., by the most popular composers
Views in Belgium and Nassau
Pictorial History of Lancashire
New Tale of a Tub
Caricature Scrap Book
Book of Animals
Gems of Beauty
Water Colour Gallery, &c.

☞ The whole of these books being for positive unreserved sale, are well worthy of the attention of librarians, booksellers, and the public generally.

Catalogues are in preparation, and will be ready for delivery on Saturday, on and after which day the books will be on view.

Terms at sale. 7938

BY ORDER OF THE TRUSTEES OF THE ESTATE OF THE LATE THOMAS MOORE, ESQ., J.P., OF LIVERPOOL.

LEASES OF PROPERTIES BY PUBLIC AUCTION.

MR. MORT

Has been favoured with instructions from the above named trustees,

TO LEASE BY PUBLIC AUCTION,
ON MONDAY, 15TH MAY,
At his Rooms,

THE FOLLOWING FARMS AND CITY SUBURBAN PROPERTIES,

Namely:—

(FOR SEVEN YEARS,)

Lot 1.

50 Acre Farm, District of Airds, known as Dwyer's, lately leased to David Hannam.

Lot 2.

50 Acre Farm, at Irish Town, lately occupied by Hugh Wallace.

Lot 3.

1 Acre 2 roods 20½ perches, being a town allotment, corner of Forbes and Campbell-streets, Liverpool, now in occupation of Thomas Bates

Lot 4.

Rachel Cottage, and Allotment at Liverpool of 1 acre and 18 perches.

Lot 5.

Farm at Kissing Point, known as Lardner's, formerly Small's, containing 16 acres and 6 perches, well stocked with orange and other fruit trees.

Lot 6.

Cottage in Hunter-street, Sydney, now i occupation of C. D. Logan, adjoining Attorney-General's residence. — T is a commodious store in the rear, house and stable, water, &c., &c.

The Leases of the Country Pro be extended to thirteen years, on ditions.

For further particulars, ap tioneer.

id
for
RT.

—Cash.

CLOTH
ING MACHI
EDWARD SAL
tructed to sell by
George-street,
THIS DAY, MONDAY,
At 11 o'clock,
(Without reser

A complete Cloth Manufactu consisting of—
1 36 inch 3 top worker Scribb
1 24 inch carder
1 200 inch spindle mull
1 Patent broad cloth cutter, extra spirals
1 Trilley

FREE PRESBYTERIAN CHURCH, Pitt-street.—The Rev. JOHN TAIT, of Parramatta, will preach in this Church tomorrow evening, at 7 o'clock. 7908

ROBERT HENDERSON, Camillia Grove Nursery, Newtown, begs to invite the attention of the public to his very choice collection of Fruit Trees and Ornamental Plants, of which he has great varieties, independent of the undermentioned, viz. :—

SHRUBS.

Catalpa Syringifolia, Pittosporum Speci, Justitias, 3 varieties; Ribes Aureum. Pæonias, 2 varieties; Duranta spinosa, Edwardsia grandiflora, Hydrangeas, 3 varieties; Geraniums, 28 varieties; Pavonia coccinea, Lotus Jacobea, Judas tree, Protea millifera, Corono carpus Lucidum, Illecium Annasatam, Spirea Bella, Pentstemon Gentianordes, Clianthus Punicus, Myrtles, 3 varieties; Thea Bohea, Buddleas, 3 varieties; Asclepias Speci, Westeria Consequina, Camellias, 8 varieties; Pines, 5 varieties; Cyprus, 4 varieties; Callitris, Azaleas, 2 varieties; Bignonias, 5 varieties; Bonganvillea Spectabilis, Callicanthus Fragrance, Hoya Carnosa, Erythrinas, 3 varieties; Portugal Laurel, English Laurel, Laurus Camphora, Laurus Nobilus, Fuschias, 25 varieties; Roses, a splendid collection; Viburmums, 5 varieties; Pomgranates, 3 varieties; Hibiscus, 9 varieties; Passifloras, 6 varieties; Neriums, 3 varieties; Euphorbias, 3 varieties; Cape Heaths, Rhamnus, 5 varieties; Magnolias, 3 varieties; Moreton Bay Chesnuts, Arbutus, Ligustrum Lucidum, Robinias, 4 varieties; Cactus, 15 varieties; Mahonia, Aloysia Citriodora, Lagerstromia Indica, Gardenias, 3 varieties; Enonymus Varigata.

HERBACEOUS AND BULBOUS PLANTS, &c., viz.:

Carnations, Pinks, Picotees, Digitalis, Alpenia Nutans, Heliotropes, Mimulus, 4 varieties; Salvias, Hemerocallis Fulra, Marica, Morea, Hedychium, Lilies, 4 varieties; Velthemium Aletris, Eucomus Punctata, Yucca Filamentosa, Tigridias, Achimines, 4 varieties; Gloxinias, 5 varieties; Amaryllis, 9 varieties; Hamanthus, 3 varieties; Payrtanthus Obliqus, Vallota Pupura, Brunsvigias, 3 varieties; Narcissus, 15 varieties; Nerinis, 5 varieties; Pæonias, 4 varieties; Crinums, 3 varieties; Agapanthus, 3 varieties; Ixias, Babianas, Spiraxis, Watsonia, in varieties; Tulips, Dahlias—55 of these Dahlias were imported from England this season—85 named varieties; Hyacinths, 20 varieties.

FRUIT TREES.

Custard Apple, Purple Guava, Yellow Guava, Oranges, Lemons, Citron, Loquats, Limes, Peach, Plum, Apricot, Nectarine, Mulberries, Cherries, Quince, Medlar, Apples, Pear, Walnuts, Figs—in varieties.

Garden Seeds of every description.

N. B.—The prices extremely moderate. Orders carefully and punctually executed, under personal superintendence. 7385

MIDWIFE.—Mrs. SCOTT, a native of Scotland, begs to offer her services to the ladies of Sydney and its vicinity in the above capacity, also as Monthly Nurse. Mrs. Scott has practised for many years, and has been hitherto very successful, possessing high testimonials from eminent medical gentlemen. Also from the first families as well as the poor. Mrs. Scott has no objection to attend occasionally in the country. The following ladies have kindly allowed reference to be made to them, viz. :—Lady O'Connell, Lady Stephen, Mrs Allwood. Letters, post-paid, addressed to Mrs. SCOTT, 117, Elizabeth-street, Hyde Park, two doors north of Dr. Bennett's, nearly opposite the water fountain, will be attended to. 7910

TWENTY POUNDS REWARD.

STOLEN, from the Yarrows Estate, Bathurst Plains, on Thursday night, the 20th April, instant,—

One brown mare, black points, with filly foal, branded O near shoulder, Valparaiso brand
B
near thigh.

One bay colt, 15 hands high, rising four years, black points, near hind foot white, small star in forehead, branded 3 off shoulder.

One bay colt, rising three years, two hind feet white, branded 3 off shoulder.

One bay filly, rising two years, branded 3 off shoulder.

The three last are the produce of the brown Valparaiso mare.

One chestnut mare, with foal, short tail and mane, branded JW off shoulder.

One grey mare and foal, branded O near shoul-
13
der, Valparaiso brand near thigh.

One grey cob, rising three years, black points, branded 3 off shoulder.

One iron grey colt, rising two years, branded 3 off shoulder.

One bay mare and foal, rising four years, black points, branded 3 off shoulder.

One bay mare, rising four years, three white feet, top of tail grizzled, branded D near shoulder.

One bay mare with filly foal, branded PH off shoulder, and T.W near shoulder.

One chestnut cob, rising three years, branded 3 off shoulder, star in forehead, white snip on nose.

One grey mare and bay filly foal, black points, branded O near shoulder, D-O- off shoulder.
B

Bay mare and filly foal, branded with a heart near shoulder.

The above reward will be paid to any person giving such intelligence as will lead to the conviction of the person or persons stealing them, on application to

G. B. BARTON,
7923 Superintendent on the Estate.

GARDENER WANTED.—He must be a good Florist, and thoroughly acquainted with his business in all its branches. To an approved party, good wages will be given. The advertiser requests that none will apply but those who can produce undoubted testimonials as to competency, honesty, and sobriety.

7911 Application to be made to the undersigned, at his residence, Darling Point, between the

COAL of six and eight o'clock in the morning, want seven o'clock in the evening.

on board as t THOS. S. MORT.

Darling Point. 7907

Kellie's Whar

SHIPPING INTELLIGENCE.

ARRIVAL.

APRIL 28.—Phœnix, steamer, 108 tons, Captain Wiseman, from the Clarence River, the 26th instant. Passengers—Mr. Phillips, Mr. Gannon, Mr. Plomer, Captain Coutts, Mr. Ryan, Mr. Hurst, and nineteen in the steerage.

CLEARANCES.

April 28.—Tam O'Shanter, barque, 270 tons, Captain Marienberg, for Rockingham Bay, Port Essington, and Batavia. Passengers—Mr. E. B. Kennedy, Mr. J. C. Blackett, Mr. E. Bigge, Mr. A. Johnson, Mr. T. Wall, Mr. W. Caron, Mr. Charles Niblett, Messrs. James Luff, Edward Taylor, William Costigan, T. W. Mitchell, Edward Carpenter, William Goddart, John Douglass, Dunn, and Harry, (an aboriginal.)

April 28.—London, barque, 388 tons, Captain Williamson, for Port Nicholson, via Newcastle. Passengers—Mrs. Williamson, Mr. E. Bottomley, Dr. Mallon and son, and Mr. R. Archibald.

April 28.—St. Vincent, ship, 629 tons, Captain Young, for London. Passengers—Mr. and Mrs. Clifford, child, and servant, Mr. H. Churton, Mr. Gardiner, and Mr. Blackett.

April 28.—Pandora, barque, 297 tons, Captain Cobb, for London.

April 28.—Mazeppa, ship, 163 tons, Captain Mordaunt, for Adelaide. Passengers—Mr. and Mrs. Betty and two children, Mr. Charles Blake, Mr. W. Phillips, Captain Chinnery, and Mr. T. Jones.

April 28.—Despatch, schooner, 139 tons, Captain Plant, for Port Nicholson. Passengers—Two stockmen.

PROJECTED DEPARTURES.

THIS DAY.—H.M.S. Rattlesnake, on a Surveying Voyage; Tam O'Shanter, for Rockingham Bay, Port Essington, and Batavia; Midlothian, for London; Diana, for Port Phillip; City of Sydney, for Launceston; Despatch, and Bee, for Port Nicholson; London, for Port Nicholson via Newcastle.

TO-MORROW.—Mazeppa, for Adelaide; Harlequin, for Tahiti; Clarkstone, for the South Sea Fishery.

VESSELS LAID ON FOR LONDON.

SATURDAY, APRIL 29.

St. Vincent, ship, 629 tons, Young; 100 tons copper ore, 1900 bales wool, 59 tons lead ore, 86 casks tallow, 79 hides, and 4380 spokes, on board. Full ship.

Pandora, barque, 297 tons, Cobb; 112 tons copper ore, 1132 hides, 47 casks tallow, 1420 spokes, 2 tons bones, and 1085 bales wool, on board. Full ship.

China, barque, 650 tons, Livesay; 350 tons copper ore, and 1546 bales wool, on board.

Marmion, ship, 388 tons, Fletcher; 84 casks tallow, 130 tons copper ore, 42 bundles whalebone, and 650 bales wool, on board.

Tropic, barque, 382 tons, Robertson; 203 casks sperm oil, 36 tuns cocoanut oil, 316 casks tallow, 441 bales wool, 1414 spokes, 6900 treenails, 1600 horns, and 300 bags bones and hoofs, on board.

Blair, barque, 331 tons, Mordy; 100 tons copper ore, 55 casks tallow, and 240 bales wool, on board.

Josephine, barque, 310 tons, Smith; 160 tons copper ore, 10 casks tallow, 1000 treenails, and 400 bales wool, on board.

Chaseley, ship, 515 tons, Aldrich; 45 tuns sperm oil, 65 bales wool, 200 bags wheat, and 13 casks tallow, on board.

City of Poonah, ship, 578 tons, Nelson; 100 tons copper ore, 16 casks tallow, on board.

Lady Margaret, brig, 284 tons, Mills; not commenced loading.

SHIPS' MAILS.

Mails will be closed at the Post Office, as follow:—

FOR PORT NICHOLSON.—By the Despatch, this day, at noon.

FOR TAHITI.—By the Harlequin, this evening, at six.

FOR ADELAIDE.—By the Mazeppa, this evening, at six.

FOR LONDON.—By the Pandora, on Monday, at noon; and by the Midlothian, on Monday evening, at six.

FOR THE INDIAN PORTS AND ENGLAND (OVERLAND).—By the Reginald Heber, on Monday, at noon; and by the Herald, on Tuesday evening, at six.

FOR AUCKLAND.—By the Minerva, on Monday evening, at six.

FOR HOBART TOWN.—By the Governor Phillip, on Monday evening, at six.

FOR PORT PHILLIP AND LAUNCESTON.—By the steamer Shamrock, on Monday, at 4 P.M.

VESSELS FOR LONDON.—The Midlothian will proceed to sea this morning. The Pandora and St. Vincent are both full ships—the former will sail on Monday afternoon, and the latter on Tuesday morning. The Tropic (P. O. P.) will be a full ship on Saturday next, and sail on the 9th proximo.

The cargo of the Phœnix, from the Clarence, consists of 90 bales wool, 40 casks tallow, 20 bundles sheepskins, and 12 hides. She called off Port Macquarie on Thursday, and landed there the passengers, for whom she was unable to effect a landing on her passage up. The schooner Susan, for Sydney, was coming down the Clarence as the Phœnix left on Wednesday.

The Barque Queen was advertised to sail from Port Phillip for Sydney on Thursday last, with the following cargo, shipped at Glasgow for this port: 3 butts, 1 pipe, and 8 quarter-casks wine, 250 boxes window glass, 110 boxes pipes, 5 boxes cottons, 3 casks, 7 hogsheads, and 2 crates earthenware and glassware, Gilchrist and Alexander; 268 hogsheads beer, 4 hogsheads and 8 puncheons rum, 303 casks bottled beer, A. Brierley; 95 packages cordage, 18 puncheons rum, 17 casks soda ash, 16 boxes shoes, 2 ploughs, 1 box haberdashery, 39 casks colours, 10 boxes and 1 cask brushes, 120 tons pig iron, R. How and Co.; 18 quarter-casks and 2 hogsheads wine, Lyall, Scott, and Co.; 4 puncheons rum, 8 quarter-casks spirits, Buyers and Lockhead; 1 box stationery, 4 boxes paper, Smith and Campbell; 5 tierces and 170 kegs colours, 26 boxes pipes, Hugh Dixon; 1 case, A. Sommerville; 9 boxes and wheel (a steam engine) D. Rodger; 4 cases straw hats, George Small; 1 box boots and shoes, J. Carson; 230 kegs gunpowder, Rowand, Macnab, and Co.; 1 box, T. W. Campbell; 175 boxes pipes, 24 bags corks, Order.

The ship Marion cleared out at Port Phillip for London on the 20th instant, and was to sail on the 23rd. Passengers—Dr. Andrews, Mr. and Mrs. Sherwin, Miss Henman, Messrs. Smythe, A. Campbell, and Rodgers. Cargo—2271 bales wool, 567 casks tallow, 9121 horns, 143 hides, and 24 tons bones and hoofs.

The whaling barque Fame has hauled alongside the City of Poonah, for the purpose of discharging her oil into that vessel.

The brig Diana was at anchor in Watson's Bay yesterday evening at sunset.

DOMESTIC INTELLIGENCE.

MULTUM IN PARVO.

(From late Australasian papers.)

AN action was brought at Launceston against Colonel Bloomfield for crim. con. with a Mrs. Roberts: the case rested entirely on the evidence of a servant, whose evidence was contradicted in several points, and the Jury returned a verdict for the defendant.—The arrivals at the port of Launceston during the quarter ending April 5th, were 327 souls, and the departures 827.—A meeting of opponents to the system of introducing exiles to this colony is to be held at Maitland to-day.—His Honor the Chief Justice of Van Diemen's Land, in sentencing a prisoner convicted of stealing a pair of trousers hung outside a shop, said, in such cases, where property was, as he thought, unnecessarily exposed, he always made a rule of passing a more lenient sentence than otherwise, on account of the temptation offered by the owner of the property.—There are three applications for publicans' licenses in the intended township of Warrnambool.—Advertisements for a superintendent and matron of the Melbourne Lunatic Asylum have been issued.—A Mr. Brequet, who resides near Melbourne, has made fifteen hundred gallons of wine this year.—Seventy licenses to cut timber in the Geelong district have been issued by the Commissioner of Crown Lands.—A large number of sheep, with station, at Mount Gambier, were offered for sale by auction at Portland, and bought in at 7s. 3d. per head.—Ore, valued at £100,000, is lying at Port Adelaide waiting for shipment.

ABSTRACT OF SALES BY AUCTION THIS DAY.

MR. S. LYONS.—At Deloitte's Wharf, Miller's Point, at 11 o'clock, Hay.

MR. R. FAWCETT.—At his Rooms, at 11 o'clock, Wheat Sieves, Cut Tacks, Buckles, Saws, &c.

MR. ARMSTRONG.—At his Repository, at 12 o'clock, Horses and Mares.

MR. J. RICKARDS.—At the Rear of his Premises, 456, George-street, at half-past 11 o'clock, Tallow, Bacon, Hams, Hides, &c.

MR. MORT.—At his Rooms, at half-past 11 o'clock, Bacons, Hams, Lard; at the Rear of his Rooms, at 12 o'clock, Wool, Tallow, Hides, Sheepskins, Carriage, Phaeton, Horses, Harness, Four-oared Gig Dolphin.

MR. STUBBS.—At the Mart, at 11 o'clock, Timber Knee Logs, Household Furniture, Engravings, Horses, Gigs, Harness, and Sundries; at the Cattle Market, at half-past 1 o'clock, Milch Cows.

MR. STEWART.—At his Stables, at 11 o'clock, Horses, Mares, Dog Cart, &c.

MR. W. G. MOORE.—On the Premises, 171, Brickfield-hill, at 11 o'clock, Shop Fixtures, Gas Fittings, Glass Cases, &c.

PARRAMATTA RACES.—The prizes at the third day's meeting, yesterday, were won—the Cumberland Turf Purse, by Plover; the Prospect Purse, by Refraction: the Welter Stakes, by Wallaby, (walking over); and the Beaten Stakes, by Foig-a-ballogh.

HORRIBLE AFFAIR.—Intelligence reached town late last night that the body of a man had been found on the Williams Town road, about two miles from the Salt Water punt, with his head half severed from his body. It appears that in the early part of the day the deceased, whose name is Matthew Luck, and who recently arrived in the province per Marion, crossed the Salt Water River in company with a shipmate named Donsey and proceeded to Williams Town; at about half-past 4 o'clock in the afternoon Donsey crossed the punt alone, and on being asked what he had done with his mate stated that he had left him at Williams Town, and about two hours after this the body was discovered lying by the road side by Mr. Butler of Williams Town, who was proceeding homewards. Donsey was arrested in the course of the evening, by Chief District Constable Brodie at Stanway's lodging-house, Flinder's-lane, when his deportment was not such as to denote guilt, but he denied that he had seen Luck that day, and on an examination of his clothing some blood was discovered on his shirt. The murdered lad, who was of remarkably diminutive stature, and only eighteen years of age, had on the day previous to this frightful occurrence received a letter from his brother in Van Diemen's Land enclosing him a pound note and requesting him to come over to him either in the Swan or the Raven, and it was with a view to make arrangements for his passage that he proceeded to Williams Town. The lad is supposed to have had in his possession when he started from Williams Town about twelve shillings, but none was found upon his person when discovered a corpse. Donsey is about twenty-one years of age, and does not appear at all affected by the awful situation in which he is placed.—*Melbourne Argus.*

FATAL ACCIDENT.—Mr. W. H. T. Oakes was the fifth son of the late H. R. Oakes, Esq., formerly Commissioner of Crown Lands for the M'Leay district, and while out shooting, left his gun against a tree, and on taking it again, something being entangled in the trigger, it went off, discharging its contents in the lower intestines. He walked home, a distance of half a mile, and although medical aid was immediately obtained, he survived only a few hours.

STEALING BY A SERVANT.—About one o'clock yesterday morning, Mr. Faris, of Pitt-street, publican, missed several articles of wearing apparel, and suspecting that the robbery had been committed by a man in his employ, immediately went to his lodging, where, upon the bed, he found a black frock coat, one of the missing articles. Mr. Faris went out for a policeman, but on his return the bird had flown.

ANNUAL LICENSING MEETING.—The first meeting of magistrates to determine on the application for publicans' general licenses was held yesterday. The following gentlemen were present:—The Attorney-General, Captains Innes, Browne, and Moriarty; Alderman Thurlow, Messrs. Mitchell, Henderson, Hill, Callaghan, Miles, Allan, Dawes, and Flood. A memorial was presented from the St. Patrick's Total Abstinence Society, praying that the number of licenses granted to publicans in the city might be curtailed; and a memoral signed by ninety-eight publicans, praying that no wine and beer licenses might be granted for premises situated within three hundred yards of houses for which general licenses shall be granted. The meeting adjourned at three o'clock until Monday next at noon.

COMMERCIAL INTELLIGENCE.

SINCE our last, we cannot notice any improvement in the market, nearly all descriptions of imports continuing exceedingly dull of sale, importers; nevertheless, are firm; stocks in many instances being light, the merchants are induced to hold their goods, looking for a re-action rather than submit to a sacrifice, which they must necessarily do to effect sales.

Ale—Allsop's No 3, continues steady at £6 15s.
" Bass, No. 3 and pale—without alteration.
" Byass's—400 to 500 casks have been placed at 7s. 9d. to 8s.
" Dunbar's is moved off at similar rates.
Bags—Three-bushel—continue to be enquired for.
Blue—Coleman's No 1—11d. is asked.
Brandy—"Martell's"—holders are willing to submit to easier rates.
Cider—in bottle—scarce, and enquired for.
Cigars—Manila—considerable sales at former rates.
Copper Sheathing—Sales of eight to ten cases; figure not transpired.
Currants—Holders still ask 5½d. for first quality; the same lots in the market can be obtained on easier terms.
Fruit—bottled—As the winter season approaches enquiries are being made for these, and stocks being light, prices will doubtless advance.
Gunpowder—blasting—we notice sales at about 60s.
Hops—Stocks decrease, but slowly.
Iron—Well assorted invoices command ready sale at satisfactory rates.
Isinglass—book—We notice sales at about 5s.
Lead—Holders ask £25 to £26, there are enquires, but no particular sales to note.
" Pipe—Considerable enquiry.
Liquorice—Enquires.
Mustard—Half-pounds are in demand.
Nails—meet ready sales at remunerating rates.
Oakum—Enquires; it is held at £35.
Peas—split—sales at 14s. to 15s.
Pitch—Stockholm—Continues scarce.
Porter—Byass and Dunbar's—At 7s. 9d. to 8s., at which prices considerable sales have been effected.
" Taylor's—We notice sales at £5 5s. to £5 10s.
Raisins—Saleable at 4d.
Rice—Patna—Sales at advanced rates, enquires, light stocks.
Rosin—We notice an advance.
Rum—Sales have been effected at a slight reduction.
Salt—Coarse Liverpool—May be quoted at 55s.
" Rock—Sales have been made from the ship's side at 90s.
Sheathing—metal—None in first hands.
Starch—Considerable enquiry for Colman's, 6¼d. to 6½d. is asked.
Sugar—Without alteration.
Tar—None in first hands.
Tea—Congou—Holders are firm at £3 17s. 6d.
" Hysonskin—For best brands 60s. is obtained.
Turpentine—Enquires, 5s. 6d. is asked.

FREIGHTS TO BRITAIN.

	£	s.	d.	
Hides	2	0	0	
Oil	5	0	0	imperial
Ore	2	0	0	to £2 10s.
Tallow	4	0	0	
Wool	0	0	1½	

SYDNEY MARKETS. FRIDAY.

WHEAT.—The whole of that now brought to market from the Hunter district is of an inferior description, and from 3s. to 3s. 6d. only has been obtained at the mills, but for wheat of good quality as much as 4s. 3d. would be given. Four loads of wheat were sold at the Corn Market at 3s. 8d. to 3s. 11d.

MAIZE is sold at the wharves at from 1s. 5d. to 1s. 6d., according to quality.

FLOUR.—This article has had a decided tendency upwards during the week, and unless good wheat is brought more freely forward, flour of the best quality must advance. At the mills the price is still quoted at £11 cash per ton, sales being confined to immdiate wants.

BREAD.—The price of the 2lb. loaf is 3d., but some bakers are offering at 2½d.

BRAN is in demand at 10d. per bushel of 20lb.

BISCUIT.—No. 1, (cabin,) 18s., and No. 2, (ship,) 13s. per cwt.

POTATOES.—Colonial potatoes are quoted at 30s. to 40s. per ton, but the sale continues dull, the dealers preferring those from Circular Head, which they purchase at the wharves at from £3 15s. to £4.

SHEEP.—At a sale by Mr. Stubbs, a good lot, of 380, realised 4s. 9d. a-head.

HORSES.—A lot of thirty-six were sold by Mr. Armstrong, at his Repository, on Tuesday last, at an average of £9 9s. each. The greater part of these were unhandled.

DAIRY PRODUCE.—The supply of butter was fully equal to that of last week, and met with ready sale at (wholesale,) 5½d. to 7d. for salt, and 10d. to 1s. for fresh. About a ton of bacon was disposed of at from 4d. to 5½d., according to quality. Of cheese about two tons and a-half met with purchasers at from 3d. to 4½d.

EGGS.—The supply has been a good one, and the price a trifle lower than last week's quotation, the dealers having purchased at 10d. and 10½d. per dozen.

POULTRY.—Ten loads have been brought to market, and prices have receded. For turkeys the poulterers have given 7s. 6d. each; for geese, 6s. 6d. per pair; for ducks 3s. per pair; and for fowls 1s. 9d. per pair; pigeons, 1s. 8d. to 1s. 10d.

FRUIT.—Twenty-five loads of fruit have paid dues, and the prices realised have been as follow:—Loquats 8s. to 10s. per basket; good quinces, a quick sale at 6d. per dozen; peaches 1s. 6d. to 2s. per basket; oranges 6d. to 8d. per dozen; pomegranates 2s. 6d. to 3s. per dozen; baking pears 8d. to 1s. per dozen; lemons 1s. 3d. to 2s. per dozen; bananas 1s. 6d. per dozen; melons 4d. to 8d. each; apples—200 bushels of Derwent apples were sold at from 15s. to 20s. per bushel; colonial apples from 13s. for common to 18s. for best russets.

VEGETABLES.—Forty loads were received at the market, and were disposed of at the following prices: Cabbages 1s. to 1s. 9d. per dozen; turnips 1s. 6d. per dozen bunches; carrots 1s. 3d. to 1s. 6d. per dozen bunches; eschalots 6d. to 8d. per dozen bunches.

FODDER.—The supply at the Haymarket has consisted of 23 loads green fodder, 12 of green bedding, and 20 of straw. The best hay realised 7s. 6d. to 8s. per cwt. (taking the load); Lucerne hay 4s. to 5s. 6d.; and bush hay 2s. 6d. to 5s.; Imported hay is selling at from £5 19s. to £6 10s. per ton. The price realised for straw was £2 10s to £3 10s. per ton; for green fodder 6d. to 8d. per dozen bundles; and for bedding 2s. 9d. to 3s. per load.

LEATHER.—The prices of the week have been—kangaroo skins £2 to £2 6s. per dozen; kip 11d. to 1s. per lb.; basils 6s. to 7s. per dozen; saddlers' ditto 7s. to 9s. per dozen; sole 6d. per lb.; calfskins 3s. 6d. to 4s. per lb.; harness leather 8d. per lb.

FUEL.—No alteration on previous prices.

BUILDING MATERIALS.—No alteration on prices last given.

DIED.

At Seven Oaks, M'Leay River, on the 17th instant, William H T. Oakes, aged 18 years. He was the fifth son of the late H. R. Oakes, Esq, formerly Commissioner of Crown Lands for the M'Leay district.

At Yass, on the 22nd inst., deeply regretted, Mr. B. C. Harrison, in the 33rd year of his age.

At Throsby Park, on Tuesday, 25th April, John, third son of Charles Throsby, Esq., aged seventeen.

Printed and Published by CHARLES KEMP *and* JOHN FAIRFAX, *at the* Morning Herald *Printing Office, Lower George-street, Sydney, New South Wales, Saturday, April 29, 1848.*